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30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 10	*1,343 10
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The Solicitors' Journal and Reporter.

LONDON, MAY 24, 1890.

CURRENT TOPICS.

WE GATHER from the daily newspapers that on Wednesday last Mr. H. H. FOWLER introduced "a Bill to improve the procedure for making rules of court." We presume that this is the measure foreshadowed in the address of the President of the Incorporated Law Society at Leeds. But although the measure has been read a first time in the House of Commons, the general nature of its provisions is still enshrouded in the utmost mystery. Possibly, when the Bill has been printed, we may be able to give our readers some notion of its contents, unless, indeed, the council should buy up the whole issue.

THE QUEEN'S BIRTHDAY was observed on Wednesday last by the closing (with one exception) of all the courts. Mr. Justice BUTT was the sole occupant on that day of the judicial bench. Considering the nearness of the close of the sittings, we think that more honour would have been done to the occasion if the litigation of her Majesty's subjects had been advanced by the sitting of all the courts for longer hours than usual.

THE ATTENTION of persons who were in 1886 interested in any stock of the Scinde, Punjaub, and Delhi Railway Co., which was then in court, should be directed to an order which will be found in another column, which enables the Paymaster to place to the several accounts to which the stock then stood a sum equal to £1 4s. 1½d. per cent. on that stock, received by him under the 53rd section of the Scinde, Punjaub, and Delhi Railway Purchase Act, 1886.

IN THE CASE of *Jay* v. *Robinson* the Court of Appeal has given a decision of considerable importance on the construction of the words "before marriage" in sections 13 and 19 of the Married Women's Property Act, 1882. By section 13 a woman after marriage is to "continue to be liable in respect and to the extent of her separate property for all debts contracted . . . by her *before her marriage*"; and, by section 19, "no restriction against anticipation contained in any settlement or agreement for a settlement of a woman's own property to be made or entered into by herself shall have any validity against debts contracted by her *before marriage*." In both these passages it is possible to maintain that the words refer to any marriage whatever, and that, consequently, where a woman has been married twice, they only continue the liability of her separate property in respect of debts contracted before the former marriage. This, however, is hardly the natural meaning to attribute to them, and it has now been held that the marriage spoken of is the marriage which is actually in existence at the time when the payment of the debt is being enforced. But though this construction seems to be correct with regard to the particular section in question, the general result, taken in connection with other decisions, is not a little curious. This

will be shewn by considering the course of proceedings in respect of a debt contracted during the continuance of the first marriage. By section 1 (4) this can be enforced against the separate property then existing, and also against separate property which the married woman may thereafter acquire. But these latter words refer only to additional separate property which the married woman acquires during the coverture, and not to property which comes to her after its termination. So it was held in *Beckett* v. *Tasker* (36 W. R. 158, 19 Q. B. D. 7), and, though the result was probably far enough from the intention of the framers of the Act, yet the decision does not appear to have been questioned. So long therefore as the widow chooses to remain a widow, she may acquire property without being under any liability to satisfy this particular creditor out of it. But let her be married again, forthwith such additional property becomes separate property, and liability for the debt is expressly attached to it by section 13. Section 19 follows, and says that no settlement introducing a restraint on anticipation shall avert this result. If this reasoning is correct—and it seems to be a not unfair deduction from the cases—it is obvious that judicial interpretation is fast reducing the Married Women's Property Act to an absurdity.

The Easter Sittings, which terminated yesterday (Friday), and consisted of thirty-four working days, have not proved fortunate for suitors in the Chancery Division whose actions are set down for trial with witnesses. In consequence of the absence of Mr. Justice Kay, the other judges of that division have attempted to dispose of some of the business pending before that judge, but have not been able to get beyond a few adjourned summonses. In addition to the absence of one judge during the whole of the sittings, the lists have contained so much interlocutory business that the trial of witness actions has, comparatively speaking, been at a standstill. The lists at the commencement of the sittings contained an aggregate of 408 witness actions before the five judges of the Chancery Division, and only 16 of these have been disposed of, leaving 392 to go into the lists for the Trinity Sittings, in addition to a considerable number which have since been set down in the cause books. Two of the judges never on any day had witness actions in their daily lists, and the remaining two judges between them heard the sixteen witness actions already referred to. It must not for a moment be supposed that the judges are in any way to blame for this unfortunate condition of things, but there is a want of elasticity in a system which breaks down by reason of there being no provision for filling up the place of one judge incapacitated by illness. The prospect for the approaching sittings is by no means cheerful for those suitors who are anxiously awaiting the trial of their actions, as it is obvious that the arrears of the sittings just concluded will not be overtaken in any reasonable time by the existing staff of judges.

In our impression of last week, the power of county court judges to grant new trials was discussed (*ante* p. 470, 471) and attention was incidentally called to the recent case of *Dinger* v. *Mathews* (88 L. T. 139), in which it was held that an interlocutory order of a county court, made in the course of a county court action, can be reviewed on appeal. It is now proposed briefly to consider whether the decision given in that case is warranted by the language of section 120 of the County Courts Act, 1888, which now governs the right of appeal to the High Court in county court cases. That enactment gives a right of appeal "in any action *or matter*," and, therefore, according to the case cited, in *interlocutory* proceedings, as they may rightly be described as "matters." But it seems to have been forgotten by the court (Coleridge, C.J., and Mathew, J.) that the interpretation clause of the County Courts Act, 1888 (s. 186), excludes any such construction by defining "*matter*" to mean "every proceeding in the court which may be commenced as *prescribed* otherwise than by plaint," and "*prescribed*" to mean "prescribed by the County Court Rules for the time being." It is therefore submitted that the only "*matters*," pending in a county court, which can be made the subject of appeal, are such as the County Court Rules require to be commenced otherwise than by plaint—*e.g.*, proceedings mentioned in order 38. This construction necessarily excludes the right of appeal in respect of interlocutory matters arising in the course of a county court action, as *such matters* are merely incidental to the action itself, of which they form part, and are not "proceedings which may be *commenced* as prescribed otherwise than by plaint." It is true that, before the County Courts Act, 1888, it was held that an appeal lay from an order in an interlocutory proceeding on the *equity* side of the county court, because section 18 of the County Courts Act, 1865, gave a right of appeal in any equitable "suit *or matter*" (*Jonas* v. *Long*, 36 W. R. 315, 20 Q. B. D. 564). This decision, however, is really no guide to the construction of section 120 of the County Courts Act, 1888, as the County Courts Act, 1865, does not contain any interpretation of the term "matter," such as is to be found in the existing Act, and which has already been set out. It is, we think, to be regretted that the construction we are now contending for, will, if ever adopted by the High Court, render interlocutory orders made in *equitable* actions commenced by plaint also incapable of being reviewed on appeal, since such orders are often of a far more important character than those made in the course of an ordinary common law action. But, undesirable though this result may be, we fear it must be faced, unless violence be done to the plain language of the County Courts Act, 1888, from which alone the intention of the Legislature can legally be inferred.

The decision of Mr. Justice North in *Re The National Permanent Mutual Benefit Building Society* (reported elsewhere)—that India 3½ per Cent. Stock, the interest on which is, by 36 Vict. c. 32, "charged on and payable out of the revenues of India," is not a stock "payment of the interest on which is guaranteed by *authority of* Parliament" within section 25 of the Building Societies Act, 1874—appears to be open to some doubt, if, indeed, we are to attach any importance to the words "authority of," which constitute a variation from the old-established formula "any securities the interest of which is or shall be guaranteed by Parliament" (30 & 31 Vict. c. 132). The interest is plainly not "guaranteed by Parliament"; but is it not guaranteed "by authority of Parliament"? It is true that section 11 of 36 Vict. c. 32 does not make the principal and interest of the stock a primary charge on the revenues of India, but directs that they shall be charged on and payable out of the revenues of India "in like manner as other liabilities incurred on account of the government of the said territories." But do the words "guaranteed by authority of Parliament" mean "preferentially guaranteed"? We must admit, however, that the words "guaranteed by authority of Parliament" fit extremely well the language of the Acts whereby Parliament authorized the Treasury to guarantee interest on small loans to the Governments of Canada, Jamaica, and New Zealand, contingently on Acts being passed by the colonial Legislatures; but if the words in the Building Societies Act are to be restricted to those stocks, and the very limited amount of additional stocks the interest on which is guaranteed by Parliament (see Vaizey on Investment of Trust Money, p. 148), the power of investment conferred by them will be practically nugatory; Mr. Vaizey quaintly places these securities under the head, "Investments authorized by law of which a supply is not at present available." It is significant of the way in which Acts of Parliament are drafted that the Trust Investment Act, 1889, solemnly reproduces from 30 & 31 Vict. c. 132, the words "any securities the interest of which is or shall be guaranteed by Parliament," whereas, if the framer of the Act had made inquiry, he would have discovered the extremely limited range of investments available, and might also have discovered that most of the securities which are available are unsuitable as trust investments, being in the form of bonds to bearer (see Ellis's Trustee's Guide to Investments, 3rd ed., p. 21).

A curious instance of the dangers which lurk in consolidating statutes was afforded by the case of *Mitchell* v. *Simpson*, decided this week by the Court of Appeal. A contention was there raised that a person against whom an order has been made for commitment to prison under section 5 of the Debtors Act, 1869, is entitled to be first taken to a hotel for twenty-four hours. Such a privilege is, indeed, expressly conferred by section 14 (1) of the Sheriffs Act, 1887, in favour of all persons who are arrested "by virtue of any action, writ, or *attachment for debt*," and at first sight these words seem to apply to the case in question. Their

effect was evaded in the inferior courts by holding that the attachment was not for debt, but for contempt of court; but this is quibbling. The Court of Appeal has taken a safer course in looking at the history of the thing, though possibly their decision also is open to criticism. It is quite clear that the above section of the Sheriffs Act is, in the main, a reproduction of a provision of 32 Geo. 2, c. 28, which was introduced in relief of persons arrested on mesne process. At that time the majority of actions were commenced, in theory at least, by original writ, appearance to which might be enforced by arrest under a *capias ad respondendum*. In practice, however, the arrest was frequently the first step in the proceedings, and to avoid abuse of this the sheriff was, by section 1 of the last-named Act, forbidden to take the defendant to prison within twenty-four hours, unless he refused to be taken for that period to some convenient house of his own choosing other than his own dwelling-house. According to the terms of the section, it applies to persons arrested or in custody "by virtue or colour of any action, writ, process, or attachment," and by *Evans* v. *Atkins* (4 T. R. 555) it was settled that these refer only to arrest on mesne process, and not to arrest in execution. As Lord KENYON said, the object of the allowance of twenty-four hours was that the defendant might have a chance of procuring bail or of agreeing with the person at whose suit he had been arrested. It is natural, then, to suppose that the similar enactment of 1887 would be equally restricted, and so the Court of Appeal have in fact held. There is, of course, the obvious difficulty that in the meantime arrest on mesne process had by 1 & 2 Vict. c. 110 and section 6 of the Debtors Act, 1869, been abolished, but this was not insuperable. If the subject-matter of section 14 of the Sheriffs Act, 1887, had gone, it would hardly be necessary to invent a sphere of operation for its words because they happened, *per incuriam*, to have been left on the statute book. But a graver objection, and one which does not seem to have been met, lies in the pretty obvious indication that the draftsman did really intend to adapt the section to modern requirements. Overlooking the fact that section 1 of 32 Geo. 2, c. 28 was confined to mesne process, he appears to have thought that this effect was peculiar to the word *process* therein contained, and this accordingly does not appear in section 14 of the Sheriffs Act, 1887. On the other hand the word *attachment* seemed too indefinite, and is accordingly altered to *attachment for debt*. But, whatever may have been the design in making these changes, the Court of Appeal refused to give any effect to them, and decided that the twenty-four hours' grace is still only to be allowed in cases of mesne process, if any such still exist. The case is useful as shewing how reluctant the court will be to allow changes in the law to be introduced by a statute which professes merely to consolidate.

LAST WEEK Mr. Justice NORTH decided, in *Re Palmer* (*ante*, p. 474), two questions of considerable importance to the profession, with regard to agreements under the Solicitors' Remuneration Act, 1881, between a solicitor and his client for the remuneration of the former. The first question was, whether an agreement between a mortgagor and his solicitor for the payment of a fixed amount to the solicitor as the costs of a proposed mortgage (including the costs of both mortgagor and mortgagee) is within the provisions of the Act. Section 8 of the Act provides (1) that with respect to any business to which the foregoing provisions of the Act relate (and this, by section 2, includes "business connected with mortgages") "it shall be competent for a solicitor to make an agreement with his client, and for a client to make an agreement with his solicitor, before or after or in the course of the transaction of any such business, for the remuneration of the solicitor, to such amount and in such manner as the solicitor and the client think fit, either by a gross sum, or by commission, or percentage, or by salary, or otherwise; and it shall be competent for the solicitor to accept from the client, and for the client to give to the solicitor, remuneration accordingly." The agreement is to be in writing, signed by the person to be bound thereby, or by his agent. Section 1 defines the word "client" as including "any person who, as a principal, or on behalf of another, or as trustee or executor, or in any other capacity, has power, express or implied, to retain or employ, and retains or employs, or is about to retain or employ, a solicitor, and any person for the time being liable to pay to a solicitor, for his services, any costs, remuneration, charges, expenses, or disbursements." In the present case an intending mortgagor wrote to his solicitor as follows:—"I hereby request and instruct you to raise, or endeavour to raise, for me £300, on the security of all my estate and interest under the will and in the property of the late T. S., and I hereby undertake to pay your costs (which I agree at £20, exclusive of money out of pocket) incurred and to be incurred in and about doing what is necessary in your opinion for the purpose of carrying out these instructions." It was admitted that the £20 was intended to include the costs of both mortgagor and mortgagee. The solicitor succeeded in obtaining an advance of £300 on the security of the interest under the will. He acted in the matter for both parties, and he retained the £20 out of the mortgage-money. The mortgagor afterwards took out a summons for the delivery and taxation of the solicitor's bill of costs in relation to the mortgage. The solicitor relied on the letter as an agreement within the Act. On behalf of the mortgagor it was contended that, as regards the mortgagee's costs, he was not a "client" within the meaning of the Act; that he was not liable to pay the mortgagee's solicitor, but was only liable to refund to the mortgagee the costs which he might have to pay to his solicitor. And it was urged that the Act of 1881 does not use language similar to that of section 38 of the Solicitors Act of 1843, which expressly provides for the taxation of a bill of costs by the person liable to pay it, though he is not the "party chargeable therewith." Mr. Justice NORTH held that the letter constituted an agreement within the Act. He considered that the letter amounted to a retainer of the solicitor to act in the matter of the mortgage, and an agreement to pay him the specified amount for the costs of both mortgagor and mortgagee. Of course, the mortgagor had no authority to retain a solicitor for the mortgagee, and if the mortgagee had chosen to employ another solicitor the whole thing would have broken down. But an authority was given, on the supposition that the mortgagee would be willing to employ the same solicitor as the mortgagor, to incur costs for the mortgagee, and an undertaking to pay in the mode mentioned, and his lordship thought the agreement was within the Act.

THE SECOND QUESTION was, whether, notwithstanding the agreement, the client was entitled to an order for taxation. Sub-section 4 of section 8 provides that "the agreement may be sued and recovered on, or impeached and set aside, in the like manner and on the like grounds as an agreement not relating to the remuneration of a solicitor; and if, under any order for taxation of costs, such agreement being relied upon by the solicitor shall be objected to by the client as unfair or unreasonable, the taxing master or officer of the court may inquire into the facts, and certify the same to the court; and if, upon such certificate, it shall appear to the court or judge that just cause has been shewn either for cancelling the agreement, or for reducing the amount payable under the same, the court or judge shall have power to order such cancellation or reduction." It was contended on behalf of the mortgagor that, under this sub-section, there was power to make an order for taxation, notwithstanding the agreement. Mr. Justice NORTH held that, though, under an order for taxation, if the agreement was relied on by the solicitor and objected to by the client, the taxing master could inquire into the facts, and the court could, on his certificate, in a proper case, cancel the agreement or reduce the amount payable under it, there was no jurisdiction, in a case in which nothing had been done to impeach the agreement, to make an order for taxation for the purpose of enabling the client to impeach the agreement. The decision must be satisfactory to the profession, both as giving a liberal construction to the statutory power of entering into agreements for the remuneration of a solicitor, and as upholding the binding force of such agreements when they have been once made.

A club for the working men of the densely-populated district immediately adjoining the Law Courts is being formed at Holles-street, Clare-market. Subscriptions and donations are specially requested from members of the legal profession, and amongst those who have already given their support are the Duke of Bedford, Mr. W. H. Smith, M.P., Mr. Justice Grantham, the Attorney-General, Sir Charles Russell, Q.C., M.P., Rev. Dr. Wace, Mr. Henry Irving, &c. Gentlemen willing to become vice-presidents are requested to send their names to Mr. H. H. Twining, 215, Strand, or to Mr. G. A. Fisher, 5, Pitt-street, Kensington, and all subscriptions and donations may be paid to the above, or the account of the Clare-market Club at Messrs. Twinings, 215, Strand.

PROBATE OF THE WILLS OF MARRIED WOMEN.

An esteemed correspondent called our attention some months ago (33 SOLICITORS' JOURNAL, 792) to the curious difficulty raised by KAY, J., in *Smart* v. *Tranter* (37 W. R. 213, 40 Ch. D. 165) with regard to the effect of the Probate Rules of March, 1887, as to the personal estate of married women; and as the question is one of considerable practical importance it may be interesting to notice the view which has been adopted by the Court of Appeal (43 Ch. D. 587). Previously to the new rules, the grant of probate of the will of a married woman was limited to such property as she had power to dispose of, and had disposed of, by will. The question as to what property was actually included in these words was, of course, one of construction, and the ecclesiastical courts were careful not to meddle with it: *Ledgard* v. *Garland* (1 Curt. 286). In this respect, however, the powers of their successor, the Probate Court, were altered by section 24 (7) of the Judicature Act, 1873, which requires each court to determine, so far as possible, all matters in controversy between the parties, so that multiplicity of legal proceedings may be avoided. Hence it was decided in *Re Tharp* (3 P. D. 76) that, though the Probate Division had still power merely to grant probate in the old form, yet it was in general the duty of the court, when all the parties were before it, to determine of what the separate property consisted, and whether a valid disposition of it had been made. But the passing of the Married Women's Property Act, 1882, led to further changes, and hence the difficulty. That Act did two things. It greatly increased the property which was to be held by a married woman as her separate property, and it enacted generally (section 1 (1)) that she should be capable of disposing by will "of any real or personal property as her separate property as if she were a *feme sole*." Hence it was contended in *Re Price* (35 W. R. 596, 12 P. D. 137) that the old limitation on the grant of probate had become unnecessary, and BUTT, J., with the concurrence of HANNEN, P., acceded to this, adding that he had never seen the necessity of the limitation even before the Act. This decision, which was given in March, 1887, was followed immediately by the issue of the new Probate Rules, which provided that the probate of wills of married women should thenceforth take the form of ordinary grants of probate, without any exception or limitation, and should issue to the executor, or other person authorized in the usual course of representation to take the same. The only favour granted to the husband was that in the case of a partial intestacy he was to be preferred as administrator to the next of kin.

But these rules seem to have overlooked two points. There are now, and there will be for many years to come, instances of women married before the date of the Act who have property which is not their separate property, and any attempt on their part to dispose of it by will is, therefore, void. And, in the next place, a married woman, who has separate property and makes a will, may not thereby dispose of the whole of it. The second case arose in *Re Lambert's Estate* (39 Ch. D. 626), and it was contended that the effect of the will, of which, in accordance with the new rules, general probate had been granted, was to carry all the property to the executors, who consequently were bound to distribute so much as was undisposed of amongst the next of kin under the statute to the exclusion of the husband. But to this STIRLING, J., did not accede. He held that, on the death of the married woman, the quality of separate property ceased, and that the right of the husband to the undisposed of personalty accrued as though the separate use had never existed. Such being the case, the executors of the will, in whom the legal title had vested, became trustees for him. This decision, of course, removed all difficulty, and prevented the probate rules, which were simply introduced for general convenience, from affecting in any way the beneficial interest of the husband.

But more trouble has arisen over the former of the two cases referred to above—the case, that is, where a married woman affects to dispose by will of property over which she has no disposing power. This had been done in *Re Homfray* (12 P. D. 138 n), and an attempt was there made to limit the grant of probate, as in the old form, to the personal estate over which the testatrix had the right to dispose by will, but the court held that under the new rules this could not be done. How the husband ultimately asserted his claim does not appear, but exactly the same question was raised by *Smart* v. *Tranter* (*suprà*), and in this case, as we have said, it has been taken to the Court of Appeal. The testatrix, who had been married to the plaintiff before the Married Women's Property Act, 1882, was entitled at the time of her death to two *choses in action* of £100 and £50. She made a will appointing executors and leaving all her real and personal property upon trusts, none of which were in favour of a husband. Probate of the will was granted, as prescribed by the rules, without any limitation, and the husband brought the above action against the executors to enforce his claim to the two sums in question. There really seems to be very little difficulty in the matter, and the obvious course, and the one which has now been adopted by the Court of Appeal, was to declare that the executors were trustees for the husband. But KAY, J., appears to have been misled by the argument that the husband could not claim against the executors without claiming under the will, and thereby submitting to be bound by it, while, as to any independent title in himself, this could only be asserted by him as administrator. Accordingly he held that no relief was to be obtained in the Chancery Division, but that application must be made to the Probate Division for a revocation of the probate and a grant of letters of administration to the husband. What the Probate Division would have said to this will never be known. By the time the controversy had been ended, it may be surmised there would not have been much left of the £150. But the decision of KAY, J., overlooked two fundamental points. In the first place, the manner in which the probate rules have prescribed that probate of the wills of married women shall be granted does not admit in the Probate Division of any question either as to what is separate estate or as to the power to dispose of it. If there is a will, a general grant is forthwith made, and all questions that may arise under it will be determined elsewhere. This brings the practice as to the construction of such wills back to what it was before *Re Tharp* (*suprà*). And, secondly, as to the husband's title, the authority of *Re Lambert* (*suprà*) should have been sufficient to shew that a change of practice can be made without at all affecting his beneficial interest. We took occasion, when formerly commenting on the matter (33 SOLICITORS' JOURNAL, 790), to point out that an apt analogy exists in the cases where a husband who has survived his wife has died without taking out administration to her. At law, the wife's administrator has the better title, but he only holds the property as trustee for the administrator of the husband: *Humphrey* v. *Bullen* (1 Atk. 458). Clearly the same rule may be applied in favour of the husband himself where, under the present practice, he is prevented from taking out administration. It is solely the legal title which is affected by the grant, the beneficial interest remains unchanged. In acting upon this view the Court of Appeal have prevented a great deal of serious inconvenience. The result appears to be that in no case is the Probate Division concerned to inquire what is separate estate, or if it has been validly disposed of. Whether there is separate estate vested in the wife's executors, but otherwise undisposed of (*Re Lambert*), or whether there is non-separate estate vested in the executors, of which an attempted disposition has been made (*Smart* v. *Tranter*), in either case the executors hold simply as trustees for the husband, and any questions that may arise between them are to be disposed of as in other matters of trust.

MORTGAGEES AS PARTIES IN PATENT ACTIONS.

On Friday last week the Court of Appeal concurred in the opinion of the profession that Mr. Justice KEKEWICH's decision in *Van Gelder, Apsimon, & Co.* v. *Sowerby Bridge Flour Society* (*Limited*) was not law. The case is one likely to be cited as a leading authority as to parties in actions generally, and not only in patent cases. The plaintiffs brought one of those actions which take up such a large proportion of the time of the judges of the Chancery Division—an action to restrain, and obtain damages in respect of, the alleged infringement of a patent. Of this they had taken an assignment, but it was subject to several registered mortgages, all by way of assignment. By their defence the defendants took the point that the plaintiffs were not proprietors of the patent, and were not entitled to sue in respect thereof; and this objection was urged at the trial, and, to the surprise of most people, succeeded.

Mr. Justice KEKEWICH seems to have thought that the Patents Act, 1883, had very little to do with the matter—and so far we agree with him—but that, if anything, it pointed in favour of the

defendants' objection. Holding that the mortgagors were not registered proprietors, he seems to have had some difficulty in describing them; but at last he said they were "in the position, so far as they have any estate at all, of *strictly fettered owners*," a term which he proceeds to define as "persons who are not able to act for themselves," and "are not in possession of the estate so as to assert any rights of ownership over it." This passage requires explanation, or possibly a little judicial editing. Nevertheless, the judge thought they might have some rights, including a right to sue for some purposes—possibly for an injunction, but certainly not for damages. As a further reason, he relied on the fact that the mortgagees would not be bound, if not parties, by a decision that the patent was invalid. The plaintiffs were unable to obtain the consent of the mortgagees to be joined as co-plaintiffs, and the action was then dismissed, with costs.

Mortgagees naturally object to be joined as co-plaintiffs, because the liability for costs is joint and several; but the opinion was very generally entertained that, though not needed as plaintiffs, they were necessary parties—in other words, that, on their refusal to sue, they ought to have been joined as defendants. Similar difficulties occurred, at any rate in Chancery, long before the Judicature Acts, and even now an equity draftsman, in settling a claim, bethinks him of Lord REDESDALE's primary rule: "All persons materially interested in the subject-matter ought generally to be parties to the suit, *plaintiffs or defendants*, however numerous they may be, so that the court may be enabled to do complete justice by deciding upon and settling the rights of *all persons interested*, and that the orders of the court may be safely executed by those who are compelled to obey them, and *future litigation* may be prevented." This rule has been well borne in mind since the Judicature Acts. Where there are joint owner or owners in common—to whom Mr. Justice KEKEWICH's newly-coined "fettered owner" would be more appropriately applied than to equitable owners of a patent—it would be hard if both should suffer because one wished not to sue and could not be made to do so. "You may bring a man into court, but you can't make him sue," says ord. 16, r. 11. But, if he will not sue, he may be joined as a defendant; it matters nothing on which side of the record you get him so long as he is there.

One of the latest cases is *Gandy* v. *Gandy* (33 W. R. 803), where trustees of a separation deed refused to sue on a covenant by the husband for maintenance of the infant children of the marriage. The trustees were made defendants, and it was held that the wife was entitled to sue on the covenant, on the ground that the object was to give the wife the benefit of certain rights which she would not otherwise have had. Again, where there are several mortgagees, and some are unwilling to sue for foreclosure, the others may maintain an action, making those who will not sue co-defendants with the mortgagor (*Luke* v. *South Kensington Hotel Co.*, 27 W. R. 514, 11 Ch. D. 121).

The Court of Appeal, in *Van Gelder's case*, after a somewhat lengthy argument on the part of the appellant's counsel and a short one from the other side, came to the conclusion that the former were right in their first contention, that the mortgagees were not necessary as plaintiffs; but, with the zeal so often displayed in converts, they went on to hold that, at the present stage, it was unnecessary to have them before the court at all. In so deciding the Court of Appeal have possibly gone too far. Indeed, they have treated a mortgagor of a patent in an action for infringement as being exactly in the same position as the mortgagor of any other property in proceedings to restrain an injury to that property at the hands of a third person, and have held, following the decision in *Fairclough* v. *Marshall* (27 W. R. 145, 4 Ex. D. 37), that where the mortgagee is not in possession, the mortgagor, without making him a party at all, can obtain this relief. But there appears to be this distinction, that if a patent action is dismissed on certain grounds, such as want of novelty, all proper persons being parties, the subject-matter of the mortgage is gone altogether, whereas the non-success of an action to restrain mere injury to mortgaged property is not of the same importance.

It should be added that the Court of Appeal reserved to the defendants liberty to join the mortgagees as co-defendants at a later stage, under ord. 16, r. 11; but the decision that until after trial their presence is unnecessary is a rather bold departure from the old chancery rule which has been recognised in forming the present system of pleading.

REVIEWS.

THE DEATH DUTIES.

A HANDBOOK TO THE DEATH DUTIES. By SYDNEY BUXTON, M.P., and GEORGE STAPYLTON BARNES, Barrister at-Law. John Murray.

A TABLE SHEWING AT A GLANCE THE INCIDENCE OF THE ENGLISH DEATH DUTIES (PROBATE, LEGACY, SUCCESSION, ACCOUNT, AND THE NEW ESTATE DUTIES). WITH THE STATUTES IMPOSING THEM, THE FORMS USED IN THEIR PAYMENT AND UNDER WHAT CIRCUMSTANCES EACH OR ANY BECOME PAYABLE. TO WHICH ARE ADDED VARIOUS USEFUL NOTES. DESIGNED AS A MEANS OF EASY AND QUICK REFERENCE TO THESE COMPLICATED DUTIES FOR THE USE OF SOLICITORS, LAW STATIONERS, AND OTHERS. By E. HARRIS, of the Legacy and Succession Duty Department, Somerset House. William Clowes & Sons (Limited).

The first of these publications, as a prefatory note informs us, has really been written by Mr. Barnes, and the share which Mr. Buxton has had in it has been confined to revision and criticism. The object is to deal in a popular way with the subject of the Death Duties; to sketch clearly and concisely their history in the past, to give a description of them as they stand at present, and to suggest reforms in their incidence and mode of levy. It is hardly necessary, perhaps, even in a popular work, to speak of personal estate as passing by inheritance, and of the person taking it as the heir. The distinction in the mode of devolution of real and personal estate is a fact which should equally be remembered, whether the reader is a lawyer or a layman. But in general the author has shewn great ability and clearness in the treatment of a very complicated subject, and anyone who wishes to obtain a concise view of it will do well to have recourse to his pages. The difficulties inherent in the matter are, perhaps, still more strikingly apparent from the table which Mr. Harris has compiled with much skill and ingenuity. The first column sets forth twenty-seven different cases which may arise according to the date of death, or according to the instrument under which a claim is made, and in successive columns the liability in respect of each of the five duties is traced. Concise information of this kind can, of course, only be safely used in conjunction with frequent reference to the statutes, and the letters and figures appended to each statement make this a very easy matter. The efforts of past reformers to effect a simplification in the law have so conspicuously failed that it seems hopeless to expect anything of the kind at present, and Mr. Harris's table has probably a long career of usefulness before it.

BANKRUPTCY.

A TREATISE UPON THE LAW OF BANKRUPTCY AND BILLS OF SALE. WITH AN APPENDIX CONTAINING THE BANKRUPTCY ACT, 1883; GENERAL RULES AND FORMS OF 1886; SCALE OF COSTS AND FEES OF 1886; RULES OF 1888 UNDER SECTION 122; BANKRUPTCY (COUNTY COURT APPEALS) ACT, 1884; BANKRUPTCY DISCHARGE ACT, 1887; RULES AND FORMS; BANKRUPTCY (PREFERENTIAL PAYMENTS) ACT, 1888; DEEDS OF ARRANGEMENT ACT, 1887; RULES AND FORMS; BOARD OF TRADE AND COURT ORDERS; DEBTORS ACTS, 1869, 1878, AND RULES, 1889; BILLS OF SALE ACTS, 1878, 1882, AND RULES, 1883. By EDWARD T. BALDWIN, M.A., Barrister-at-Law. SIXTH EDITION. Stevens & Haynes.

This useful work, now in its sixth edition, is too well known to call for any extensive notice. In general plan it has undergone no alteration, but the new material adds some fifty pages to its bulk. This consists mainly of the Bankruptcy (Discharge and Closure) Act, 1887; the Deeds of Arrangement Act, 1887; and the Preferential Payments in Bankruptcy Act, 1888; together with the rules and forms issued under the first two of these Acts, and the new set of rules and forms issued under section 122 of the Bankruptcy Act, 1883. The result of recent decisions has also, of course, been incorporated, and this has been done with fulness and accuracy. Examples of the care which has been bestowed on this part of the task of revision will be found in the comments on section 55 of the Bankruptcy Act, 1883, relating to the disclaimer of onerous property, and on pages 284 to 326, which contain a very concise and useful exposition of the law relating to bills of sale. Any discussion of the cases would be impossible within the space available, but here, as elsewhere, the practical plan is adopted of stating their purport very briefly and clearly in the text and giving references in the notes to all the current reports. The volume will be found to be a safe guide both to the statute and to the case law of the matters with which it deals up to the beginning of the present year.

THE COMPANIES ACTS.

REPORTS OF CASES UNDER THE COMPANIES ACTS DECIDED IN THE

HIGH COURT OF JUSTICE, THE COURT OF APPEAL, AND THE HOUSE OF LORDS. Reported by WILLIAM BERNARD MEGONE, Barrister-at-Law. Vol. I., With Complete Digest and Index. Sweet & Maxwell (Limited).

This volume consists of the reports of company cases which the editor has been issuing in detached parts during the last year and a half. The first case is dated in April, 1888, and the series is brought down to the close of 1889. All the cases of importance within this interval appear to have been collected. They include *Re Almada and Tirito Co.*, on the issue of shares at a discount; *Re Faure Electric Accumulator Co.*, on the payment of brokerage for placing shares; *Lee* v. *Neuchatel Asphalte Co.*, on the duty of replacing wasting capital; *Wood* v. *Odessa Waterworks Co.*, on the payment of dividends by means of debentures; *Re Pound, Son, & Hutchins (Limited)*, on the power of debenture-holders to appoint a receiver; and *Derry* v. *Peek*, with its corollary, *Glasier* v. *Rolls*, on the liability of directors for misstatements in the prospectus. In some instances Mr. Megone has saved space by referring for arguments and the judgments of the inferior courts to the pages of the *Law Reports*, but this does not materially detract from the completeness of his own volume. Those who wish to have decisions on company law at hand for ready reference will find them here in a convenient and reliable form.

CORRESPONDENCE.

NOTICE REQUIRING PAYMENT OF MORTGAGE-MONEY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I wish to call attention to the form of notice by a mortgagee requiring payment of mortgage-money contained in Prideaux's Precedents, vol. 1, p. 688. The form appears to me open to serious objection, although it is in very general use, in consequence, no doubt, of its high authority.

The notice requires the money to be paid at the expiration of —— calendar months from the date of the notice, and states that, if default is made in such payment, the mortgagee will proceed to sell the hereditaments. It does not state *when* the mortgagee will proceed to sell, but the inference is that he will do so at the expiration of the —— calendar months from the date of the notice. This, however, I venture to think, he cannot safely do, because the statutory power of sale (like the express power previously in common use) cannot be exercised until *default* has been made for —— months after the service of the notice, and if the notice requires the money to be paid, not immediately, but on a subsequent day, surely until such day arrives the default does not arise. If this view is correct, the mortgagee cannot safely sell until the expiration of a further period of —— months after the date of the time fixed by him for payment.

Both the statutory power and the old power speak of a notice "requiring payment" of the mortgage-money. *Primâ facie* I think that means "requiring immediate payment," though a notice requiring payment at a future date would doubtless take effect when the future date arrives. I can find nothing whatever in the sentence justifying the construction that the notice may require payment at the expiration of the three or six months as the case may be, and yet operate so as to put the mortgagor in default from the date of the notice. A construction that the notice may require the payment at any future time leads to an absurdity, because in that case the notice might require payment a year ahead, and yet the power of sale be exercisable three months after the service of the notice.

The view apparently entertained by the author of Prideaux's form is also very hard upon the mortgagor, because it seems he cannot pay the money off before the expiration of the three months without paying interest in advance—that is, up to such expiration—while, on the other hand, if he does not pay at the expiration, he is at once liable for costs which may be incurred with a view to a sale. Therefore, to avoid unnecessary expense, he must pay on the exact day named in the notice, and neither sooner nor later.

The view I venture to suggest as the correct one is this. The proviso imposes upon the mortgagee the duty of giving notice requiring payment, and the power is not exercisable until three months' default in making payment *pursuant to such notice*. The mortgagor may come at any time within the three months from the date of the notice, or from the date on which payment is required (as the case may be), and pay the principal with interest to date of payment, without incurring any additional costs by reason of preparations for sale.

It may be contended that the mortgagor is continuously in default from the expiration of the time limited by the covenant for payment in his mortgage deed, and that this is the default referred to in the proviso, but such a contention leads to the absurdity I have pointed out above, and I submit it is clear that the default referred to is default in complying with the requirements of the notice.

May 19. W. H. W.

ITALIAN LAW.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It may interest the profession to know that the Court of Cassation at Rome has held that an Italian subject cannot be sued in the Italian courts in respect of a debt contracted in a foreign country unless such debt has been incurred in conformity with the law and forms necessary by the Italian law.

The simple facts of the case are as follows:—An Italian subject, at that time residing in London, contracted a debt with an English house. The Italian leaves London for Constantinople (his permanent home) promising to remit. The debtor, failing to keep his promise, is sued in the Consular Court at Constantinople, when he pleads that the debt was not incurred according to the law of Italy. The British consular judge made an affidavit that the debt was recoverable by the English law, and on the part of the plaintiff it was contended that the *lex loci contractus* must govern the case. The Italian judge overruled the defendant's plea. The defendant then appealed to the Court of Appeal at Ancona, who heard the appeal in July last, and the unanimous decision of five judges was that the *lex loci contractus* did apply, and the defendant's appeal was dismissed with costs, and the case remitted to the judge at Constantinople to find the amount due to the plaintiff. Judgment was eventually pronounced by the judge at Constantinople in favour of the plaintiff for the amount sued for and costs.

The defendant then appealed to the Court of Cassation at Rome against the decision of the Appeal Court at Ancona, and the latter appeal has been heard, and the Court of Appeal at Rome has now decided that the plaintiff cannot recover, and that the defendant's demurrer is good; the debt not having been contracted under the forms necessary to enable an Italian subject to recover in Italian courts, the plaintiff cannot succeed, and they wholly pass over and ignore the law of the land where the debt was incurred.

The decision seems to me of immense importance to everyone having any dealings with Italian subjects, as the effect of this judgment is that, before any business is entertained with an Italian subject, a prudent man will have to take the opinion of an expert in Italian law as to whether any, and if so what, forms should be gone through to make the transaction valid in Italy, the judgment stating that "Legal action can only be taken when such contracts are entered into in accordance with the enactments and precautions laid down in the (Italian) law itself." SYDNEY R. POLLARD.

30, Coleman-street, Gresham-street, E.C., May 14.

CASES OF THE WEEK.

Court of Appeal.

BALIAU & SONS v. JOLY, VICTORIA, & CO. (LIM.)—No. 1, 20th May.

SHIPPING—DEVIATION—STIPULATION IN BILL OF LADING—LIMITING LIABILITY FOR DAMAGE TO GOODS—EFFECT OF DEVIATION.

Appeal from Stephen, J., at the trial of the action without a jury. The plaintiffs shipped certain bales of goods on board the defendants' steamship *Mabel*, under a bill of lading for carriage from Lagos, in Thessaly, to London, certain perils excepted; and there was a clause in the bill of lading providing that, in the case of packages over £5 each in value, the defendants would not be liable for more than £5 per package unless the value was declared before shipment. The bales were each over £5 in value, and no declaration of their value was made. The bales were carried to Smyrna in *The Mabel*, and were there transhipped on to another steamer and brought to Liverpool, and then sent by rail to London. On arrival, a number of the bales were found to be damaged, and in an action the defendants set up the clause limiting their liability to £5 per bale. Stephen, J., held that there had been a deviation from the voyage contracted for, and that the damage occurred during the deviation. He accordingly held that the defendants were not protected by the stipulation limiting their liability, and gave judgment for the full amount of the loss.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed this judgment. LORD ESHER, M.R., said that it was not necessary to lay down all the consequences arising from a deviation in respect of goods shipped under a bill of lading. It might be the true view that the voyage became a totally different voyage from beginning to end from that agreed upon, and that the whole bill of lading was gone. In that view what was agreed upon prior to the bill of lading, such as the freight, would remain, and the shipper and shipowner would have rights arising from the fact of shipment and carriage. He inclined to think that that was the true view, but it was not necessary to decide it. It was sufficient here to say that by a deviation from the voyage the shipowner was deprived of all stipulations in the bill of lading which limited his liability as a carrier by water. That was admittedly true of the ordinary stipulation as to the excepted perils. The present stipulation was not an ordinary one, but it limited the defendants' liability as a carrier by water, and was of precisely the same kind as the other. It was accordingly done away with, and the defendants were liable for the full damage done to the goods. FRY, L.J., concurred. The stipulation applied to a particular voyage in a par-

ticular ship, and the defendants could not rely upon it on a different voyage and in another ship. There was thus, in a sense, a double deviation. That was sufficient ground for their decision, but he inclined to take the same view as Lord Esher, M.R., upon the larger question. LOPES, L.J., concurred.—COUNSEL, *Cook*, Q.C., and *Colam*; *Bucknill*, Q.C., and *Safford*. SOLICITORS, *J. H. Milton*; *Safford & Kent*.

MITCHELL *v.* SIMPSON—No. 1, 19th May.

ATTACHMENT FOR DEBT—JUDGMENT DEBTOR—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62) s. 5—SHERIFFS ACT, 1887 (50 & 51 VICT. c. 55) s. 14, SUB-SECTION 1 (c).

This was an appeal from the decision of a divisional court (Denman and Charles, JJ.) (reported 37 W. R. 798, 23 Q. B. D. 374.). A judgment having been obtained against the plaintiff in the Salford Hundred Court, an application was made for his committal under the Debtors Act, 1869; and on the 7th of February, 1888, the judge being satisfied that he had the means to pay the debt, and had wilfully neglected to do so, made an order for his committal to prison for twenty-one days, or until he should pay the amount of the debt. Under this order the defendant, the high bailiff of the court, arrested the plaintiff in London. The plaintiff asked to be taken to an hotel for the night, but was refused, and was taken first to a police-station and then to Manchester, where he was lodged in gaol. The plaintiff brought the present action for breach of s. 14 (*c*) of the Sheriffs Act, 1887, whereby "where an officer . . . arrests any person by virtue of any action, writ, or attachment, for debt, such officer shall not take such person to any prison within twenty-four hours of the time of his arrest, unless such person refuses to be carried to some safe and convenient dwelling-house of his own nomination, not being the private dwelling-house of such person." Manisty, J., nonsuited the plaintiff, and the divisional court refused a new trial on the ground that a committal order was not an attachment for debt within the meaning of the section. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.), having taken time to consider, dismissed the appeal. Lord ESHER, M.R., said that the action was an astounding one. The plaintiff had been ordered to be imprisoned because, having the means to pay his debts, he had contumaciously refused to do so. When he was arrested he asked to be taken to an hotel, where, of course, he would have to pay for his own food and drink. Therefore it was plain that he had money with which to pay. Under these circumstances, what jury would give him a farthing, even if he was entitled to succeed in his action? But he had raised a question of principle which was a formidable one. According to his contention, whenever a man was arrested under a committal order, the sheriff's officer was bound to take him for twenty-four hours to an hotel. The inconveniences of such a proceeding was obvious, and, if the point were substantial, the Legislature would have to be set in motion to cure this flaw in the Act. The section on which the plaintiff relied was contained in a consolidating Act, and was substantially a re-enactment of the 32 Geo. 2, c. 28. It was true that section spoke of "action, writ, process, or attachment," while the section of the Sheriffs Act spoke of "attachment for debt." But when the state of things existing at the time the earlier Act was passed was remembered—that any debtor could be arrested by his creditor on mesne process, and could be taken to a sponging house, —and that the Act was passed to remedy the enormities arising from such a state of things, it became plain that there was the widest possible difference between an arrest under that process and an arrest under a committal order for neglecting to pay a debt when the debtor had the means to do so. Therefore the plaintiff's point failed, and he was rightly nonsuited. FRY, L.J., said that the Sheriffs Act, 1887, was a consolidating and not an amending Act. Therefore no new enactment would naturally be contained in it. The argument for the appellant was that the Act of Geo. II. only applied to mesne process—that arrest on mesne process had been abolished by the Debtors Act, 1869, and that since this provision had been re-enacted, and there was no mesne process to which it could apply, it must apply to arrest on a committal order. No doubt in the case of *Evans* v. *Athins* (4 T. R. 555) Lord Kenyon said that it had always been the opinion in Westminster Hall that the Act of Geo. II. only applied to mesne process; but was it so certain that mesne process had been altogether abolished? If there were in existence any mesne process to which the section might apply, there was no need to look for any other application for it. In his opinion mesne process was not abolished. It was restricted and modified, but it might still exist in the case of Crown debts, and there might be other cases. The Crown, though it usually proceeded by writ of extent, had always the power to use any procedure which might be used by a subject. Therefore, mesne process still existed, and the Act of 1887 applied to that, and not to such a case as the present. The construction put on the Act of Geo. II. must be put on this section, and it must be held only to apply to persons arrested on mesne process. LOPES, L.J., gave judgment to the same effect.—COUNSEL, *Channell*, Q.C., and *J. D. O'Flynn*; *Ambrose*, Q.C., and *A. J. David*. SOLICITORS, *Paterson & Sons*; *W. H. Herbert*, for *J. H. Simpson*, Manchester.

JAY *v.* ROBINSON—No. 1, 23rd April and 19th May.

MARRIED WOMAN—DEBT CONTRACTED DURING FORMER MARRIAGE—RESTRAINT ON ANTICIPATION—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), ss. 13, 19.

This was an appeal from the decision of a divisional court (Cave and A. L. Smith, JJ.). In 1881 Mr. and Mrs. Robinson were married, and in August, 1886, the plaintiff recovered judgment against Mrs. Robinson's separate property, which was practically in the form settled in *Scott* v. *Morley*. In June, 1888, a decree absolute was pronounced dissolving the marriage on Mrs. Robinson's petition, and in August she presented a petition to the court for the variation of the trusts of her marriage settlement. In February, 1889, she married again, and made a settlement in consideration of that marriage whereby she settled upon herself, without power of anticipation, whatever sum might be ordered by the court to be paid to her upon her petition for the variation of the trusts of her first marriage settlement. On July 15, 1889, Sir James Hannen made an order upon this petition directing that the sum of £5,000 should be paid to the trustees of Mrs. Robinson's second marriage settlement. The plaintiff sought to take in execution this sum in payment of his judgment debt. Charles, J., refused an order for a receiver, and his decision was upheld by the Divisional Court. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.), having taken time to consider the question, allowed the appeal, and directed a receiver to be appointed. Lord ESHER, M.R., said that the question turned on the construction of the Married Women's Property Act, 1882, and especially of sections 13 and 19. Section 13 said that a married woman, after her marriage, should continue to be liable for all debts contracted by her before her marriage, and section 19 provided that no restriction against anticipation contained in a settlement of a woman's own property entered into by herself should have any validity against debts contracted by her before marriage. The question was as to the meaning of the words "before marriage" in those two sections. Did they mean "before the then existing marriage," or before ever having been married. After careful consideration he had come to the conclusion that they meant "before the then existing marriage." That being so, the debt contracted by the defendant while she was Mrs. Robinson to the plaintiff was a debt contracted before marriage for which her separate property was liable, and against which the restraint upon anticipation imposed by her had no validity. FRY, L.J., said that at the time of the defendant's second marriage she had a *chose in action*, which consisted of her rights under the petition presented by her for the variation of the trusts of her first marriage settlement. That *chose in action* she settled on herself without power of anticipation, and it was reduced into possession by the order of the President directing £5,000 to be paid to her trustees. The argument for her had been that, even if it was her separate property, it was only liable for debts contracted by her before marriage, and that engagements entered into by her while under coverture, in accordance with the power to contract given by the Act, were not "debts." In his opinion they were "debts," and this was shewn by the whole scope of the Act, which made, by section 1, sub-section 5, a married woman subject to the bankruptcy laws—which could only be in respect of debts contracted by her—and which spoke more than once of debts contracted by her during the marriage. It therefore was obvious that sections 13 and 19 had reference, not only to debts contracted while a *feme sole*, but also to those contracted during a former coverture. LOPES, L.J., concurred.—COUNSEL, *Henn Collins*, Q.C., *H. F. Boyd*, and *R. T. Simey*; *Cozens-Hardy*, Q.C., and *Alexander Robertson*. SOLICITORS, *Valpy, Chaplin, & Peckham*; *Taylor, Hoare, Taylor, & Bax*.

RHYMNEY RAILWAY CO. *v.* RHYMNEY IRON CO.—No. 1., 19th May.

RAILWAY COMPANY—CARRIAGE OF GOODS—OVERPAYMENTS IN RESPECT OF UNREASONABLE CHARGES—SET-OFF—RAILWAY AND CANAL TRAFFIC ACT (17 & 18 VICT. c. 31), ss. 2, 6—INTEREST FROM DATE OF WRIT—DEMAND IN WRITING—3 & 4 WILL. 4, c. 42, s. 28.

This was an appeal from the decision of Grantham, J. The action was brought for money due to the plaintiffs from the defendants for the carriage of their goods on the plaintiffs' railway. On June 10, 1887, the defendants gave the plaintiffs notice of their intention to proceed against them before the Railway Commissioners under section 2 of the Railway and Canal Traffic Act, 1854, for giving an undue preference in their rate of charges to the Dowlais Iron Co., and from that time they paid under protest the rate charged them by the plaintiffs for carriage. In July, 1888, the Railway Commissioners gave judgment in the defendants' favour and prohibited the plaintiffs from giving a preference to the Dowlais Co. The defendants now, by way of counter-claim and set-off, claimed to deduct from the plaintiffs' claim the amount of overcharge paid from June 10, 1887, to the date of the judgment of the commissioners. Grantham, J., held that they were not entitled to do so, and gave the plaintiffs judgment for the amount claimed, with interest from the date of the writ. The defendants appealed, contending that under *The Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Denaby Main Colliery Co.* (11 App. Cas. 97) and *The Lancashire and Yorkshire Railway Co.* v. *Greenwood* (21 Q. B. D 215) the question whether, after a judgment by the commissioners, an action for past overcharges might be maintained was still open, and also that, as the writ for the first time claimed interest, there had been no demand in writing for it, as required by 3 & 4 Will. 4, c. 42, s. 28.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the question was settled by the decision of the Court of Appeal in the *Denaby Main Colliery* case (14 Q. B. D. 209) that no action would lie for a breach of the Railway and Canal Traffic Act, 1854. That decision had not been overruled by the majority of the House of Lords, and it had been expressly approved by Lord Blackburn, and he himself entirely adopted and agreed with it. Certain new rights were given by the statute which could only be enforced in the manner there indicated—that is to say, by an application to the Railway Commissioners. They had no power to deal with past overcharges, but could only affect future charges. Therefore no action or set-off could be maintained in respect of the past charges. As to the question of interest, the point was a good one. The Act of Will. IV. required a demand in writing with notice that the interest would be claimed from the

date of that demand. The writ was not such a demand as was contemplated by the Act, and the judge was therefore wrong in giving the plaintiffs interest on their claim. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Jelf*, Q.C., and *William Graham*; *Bompas*, Q.C., and *R. S. Wright*. SOLICITORS, *Howell Thomas*, for *Simons & Plews*, Merthyr Tydvil; *Bompas, Bischeff, Dodgson, & Coxe*.

VAN GELDER, APSIMON, & CO. (LIM.) *v.* THE SOWERBY BRIDGE FLOUR SOCIETY (LIM.)—No. 2, 15th May.

PATENT—MORTGAGE BY ASSIGNMENT—RIGHT OF MORTGAGOR TO SUE INFRINGER WITHOUT JOINING MORTGAGEE AS CO-PLAINTIFF—PATENTS ACT, 1883, ss. 46, 87.

This was an appeal from a decision of Kekewich, J., the question being whether the mortgagor of a patent can maintain an action to restrain an infringement of the patent without joining the mortgagee as co-plaintiff. The plaintiffs by this action claimed an injunction and damages in respect of an alleged infringement of their patent by the defendants. The plaintiffs had mortgaged the patent to their bankers, the mortgage being in the form of an absolute assignment, subject to redemption, with a proviso that the mortgagors should not be at liberty to grant licences to use the invention. The bankers were registered as mortgagees of the patent. It was objected by the defendants that the plaintiffs could not maintain the action without joining the mortgagees as co-plaintiffs, that, in fact, the plaintiffs were not the registered proprietors of the patent. Kekewich, J., held that the action could not be maintained unless the bankers were joined as co-plaintiffs, and, they having refused to be so added, he dismissed the action. By section 46 of the Patents Act, 1883, "patentee" means "the person for the time being entitled to the benefit of a patent." By section 87, "where a person becomes entitled by assignment, transmission, or other operation of law to a patent, the comptroller shall, on request and on proof of title to his satisfaction, cause the name of such person to be entered as proprietor of the patent in the register of patents"; and the person so entered as proprietor of the patent "shall, subject to any rights appearing from such register to be vested in other persons, have power absolutely to assign, grant licences as to, or otherwise deal with, the same, and to give effectual receipts for any consideration for such assignment, licence, or dealing; provided that any equities in respect of such patent may be enforced in like manner as in respect of any other personal property." On behalf of the appellants it was argued that the rule that in equity a mortgagor is treated as the owner of the mortgaged property, subject to the mortgage, and as such is entitled to sue for the protection of the property, is not affected by the Patents Act, which contains no provisions as to the right to sue for the infringement of a patent. Reliance was placed on *Dunnicliff* v. *Mallett* (7 C. B. N. S. 209) and *Fairclough* v. *Marshall* (4 Ex. D. 37). On behalf of the defendants it was urged that, the mortgage being by assignment, and the mortgagees being on the register, they were, under section 87, in the position of proprietors, and were alone entitled to sue for an infringement. Moreover, all persons having a substantial interest in the patent ought to be before the court in order that the defendants might not be harassed by a succession of actions for the same object, and it was the duty of the plaintiffs to put their action into the right state as to parties.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) reversed the decision. COTTON, L.J., said that the ground of the decision of Kekewich, J., was, that, as there was a mortgage of the patent, the plaintiffs had no right of action at all against an infringer. So far as his lordship could see, there was nothing in the Patents Act to prevent the owner of a patent from suing to protect his property, even though it was subject to a mortgage. Section 46 had no bearing on the question. If the general law applied, his lordship would say that an assignee of a patent was "entitled to the benefit" of the patent, even though he had mortgaged it. In equity the mortgage was regarded as security for the mortgage debt; and, subject to the charge, the mortgagor was "entitled to the benefit" of his property. Section 87 was relied on by the defendants. It appeared that the plaintiffs were placed on the register on the 22nd of February, 1886, as assignees of the patent. On the same day the mortgage to the bankers was registered, but the bankers were registered as mortgagees, not as assignees, although the mortgage was by assignment. An officer of the Patent Office stated that it was not the practice in the office to register mortgagees of a patent, even though the mortgage was by assignment, as assignees, because the assignor was regarded as the proprietor. In his lordship's opinion that was quite right. It was, therefore, unnecessary to consider the argument founded on section 87. But assuming that argument to apply, his lordship would hesitate to say that section 87 had introduced such a tremendous alteration in the law as to place the mortgagee in the position of proprietor. The case must, therefore, be dealt with according to the general law, and by that law, when a man had mortgaged his interest in land or in personal property, the right to restrain the commission of a wrong against that property remained in him, subject to the rights of the mortgagee. It had been decided that the owner of a portion of a patent might bring an action for infringement. And in *Fairclough* v. *Marshall* the court held that a person who was treated as being in the same position as a mortgagor was entitled to bring an action to restrain an injury to his property, without joining his mortgagees as plaintiffs, or bringing them before the court in any way. The point which *Kekewich, J.*, really decided was that, there being an assignment of the patent by way of mortgage, the assignee was the only person who could bring an action for an infringement. If he was not right in that view, he was wrong in dismissing the action, because, if he had merely thought that the mortgagees ought to be before the court, he might have given directions under rule 11 of order 16 that they should be made defendants. It was said that an opportunity had been given to the plaintiffs to bring the mortgagees before the court as defendants, but, in the face of the decision that the plaintiffs had no right of action, it would have been useless for them to ask that the mortgagees should be made defendants. What ought now to be done, having regard to the defendants' objection that the action could not go on unless the mortgagees were before the court? The plaintiffs did not require their presence, for they considered that the action could not injure the mortgagees, and might be of great benefit to them; and this view was supported by the fact that the mortgagees had refused to be added as co-plaintiffs. In his lordship's opinion, no difficulty would be caused to the defendants by the absence of the mortgagees at the present stage of the proceedings, but, if any substantial difficulty should hereafter arise, the defendants might apply at any time to have the mortgagees made defendants under rule 11 of order 16, and the present order would be without prejudice to any such application. LINDLEY, L.J., said that the proposition laid down by Kekewich, J., was very startling and novel. If his judgment was right, the mortgagor of a patent, unlike the mortgagor of any other property, could obtain no relief against a person who was destroying the mortgaged property, unless he could either induce his mortgagee to sue with him or could redeem the mortgage. That was not a sound view according to the ordinary principles of equity. There was nothing in the Patents Act to place the mortgagor of a patent in any worse position than an ordinary mortgagor. BOWEN, L.J., concurred.—COUNSEL, *Sir H. Davey*, Q.C., *Aston*, Q.C., and *Bousfield*; *Sir R. E. Webster*, A.G., *Warmington*, Q.C., *Moulton*, Q.C., *Carpmael*, and *Roskill*. SOLICITORS, *Walker & Whitfield*; *Wilson, Bristowe, & Carpmael*.

***Re* THE PORTUGUESE CONSOLIDATED COPPER MINES (LIM.)—No. 2, 20th May.**

COMPANY—SHAREHOLDER—RECTIFICATION OF REGISTER—INVALID ALLOTMENT OF SHARES—RATIFICATION BY COMPANY AFTER REPUDIATION BY ALLOTTEE—COMPANIES ACT, 1862, s. 35.

This was an appeal from a decision of North, J. (*ante*, p. 252). Two allottees of shares in the company applied, under section 35 of the Companies Act, 1862, to have their names removed from the register of shareholders, on the ground that they had revoked their applications for shares before any valid allotment had been made to them. In October, 1888, some of the directors of the company held a meeting, and allotted a number of shares, including those of the present appellants, and notice of allotment was given to all the allottees. It was, however, decided by North, J. (and his decision was affirmed by the Court of Appeal) in the case of a Mr. Steele (*Re The Portuguese Consolidated Copper Mines*, 33 SOLICITORS' JOURNAL, 523, 42 Ch. D. 160), that the resolutions passed by the directors on that occasion were invalid, as not having been passed at a properly-convened meeting, and Steele's name was removed from the register. In the present cases it was alleged that the company had, within a reasonable time, ratified the irregular allotments; but the appellants alleged that they had revoked their applications for shares before any ratification of the allotments by the company. North, J., on the authority of *Bolton Partners* v. *Lambert* (33 SOLICITORS' JOURNAL, 335, 37 W. R. 434, 41 Ch. D. 295), held that, even if the appellants had in fact revoked their applications, there had been a sufficient ratification of the allotments by the company, which related back to the time of the irregular allotments and made them valid.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision, being of opinion that there had been a ratification by the company within a reasonable time, and that the cases were governed by *Bolton Partners* v. *Lambert*.—COUNSEL, *Napier Higgins*, Q.C., and *Farwell*; *Beaumont*; *Cozens-Hardy*, Q.C., and *W. Baker*. SOLICITORS, *Burn & Berridge*; *Munns & Longden*; *Hilliard, Stretton, & Co.*

High Court—Chancery Division.

***Re* JOHN HUNT (Deceased)—Chitty, J., 20th May.**

WILL—CONSTRUCTION—OMISSION OF WORDS IN COMMON FORM.

In this case a question arose whether a gift contained in a deceased testator's will to trustees upon trust to pay the income to the testator's son's widow for life, and after her death "in trust for all the children of my said son, who being a son or sons shall live to attain twenty-one years, or being a daughter or daughters shall marry under that age with their mother's consent, to be divided between them share and share alike," should be read as extending to a daughter who had attained twenty-one. The will contained powers of maintenance and advancement applicable to all children. *Re Daniels' Trusts* (24 W. R. 227, L. R. 1 Ch. 375) was referred to.

CHITTY, J., said that the powers of advancement and maintenance afforded some indication of the testator's intention. Moreover, the gift was in formal words, from which were omitted words necessary to complete the form. Although it was true that the common form with the omission of the words read grammatically, yet the intention dominating the form was the expression of the limitation of attaining twenty-one. To hold that the testator intended to exclude the daughter attaining twenty-one would be to attribute to him downright madness. He therefore did not consider that the court would be exceeding its functions if it read the will as containing a gift to daughters attaining twenty-one, and he made a declaration accordingly.—COUNSEL, *Yate Lee*; *Broke Freeman* and *Vernon R. Smith*. SOLICITORS, *Peacock & Goddard*; *Johnson*.

DUFFIN *v.* MEXICAN GOLD AND SILVER ORE REDUCTION CO.—Chitty, J., 22nd May.

COMPANY—PRACTICE—RECTIFICATION OF REGISTER—SUMMONS IN CHAMBERS—MOTION.

In this case the question arose whether an application to rectify the register of shareholders of a company should be by summons in chambers or by motion.

CHITTY, J., said that the proper mode of procedure was by motion.—COUNSEL, *Romer*, Q.C., and *Grosvenor Woods; E. S. Ford.* SOLICITORS, *Phelps, Sedgwick, & Biddle; R. S. Gregson.*

***Re* ALSBURY, SUGDEN *v.* ALSBURY**—North, J., 15th May.

TENANT FOR LIFE AND REMAINDERMAN—CAPITAL OR INCOME—SHARES IN COMPANY—"BONUS."

The question in this case was, whether a sum of £750, received by the trustees of a will as a "bonus" in respect of some shares in a company, which formed part of the estate of the testator, was, as between the tenant for life and the remaindermen under the trusts of the will, to be treated as capital or income. The articles of association of the company empowered the directors to pay *interim* dividends, and contained the following provisions for the formation of a reserve fund:—"The directors may, before recommending any dividend, set aside out of the profits of the company such sum as they may think proper as a reserve fund for acquiring property for the company, or providing for the payment of rents and the due performance of covenants, or for meeting contingencies, or for equalizing dividends, or for repairing or maintaining the property of the company, or forming an insurance fund, or for all or any of the purposes aforesaid, or for any other purpose of the company which they may think fit; and the directors may invest the sum so set apart as a reserve fund upon such securities, and in such manner, as they may determine." The company had for some years been in the habit of paying dividends and bonuses in April and October; parts of those payments had usually been called half-yearly dividends of 10 per cent., and the remainder had been called "bonus," the April payment being an *interim* payment. In 1889 considerably larger sums were paid than usual; in April £25 a share was paid, in October £10 a share, amounting together to 70 per cent. on the paid-up capital. At the time of the testator's death the reserve fund stood at £3,000; at the end of 1888 it had reached £9,000, but the payment made to the shareholders in April, 1889, reduced the reserve to £2,000. That payment amounted to £15,000, so that £7,000 of it was paid (so it was contended) out of the reserve fund. On the other hand, extraordinary expenses to a large amount were incurred in that year. Four alternative views of the case were suggested—first, that the whole £750 paid to the trustees was income belonging to the tenant for life; secondly, that the whole was a bonus in the nature of capital; thirdly, that the tenant for life was entitled to so much of the £750 as was paid out of the profit and loss account—that is, eight-fifteenths of the whole; and, lastly, that, the reserve fund having been increased from £3,000 to £9,000 after the testator's death, £14,000 being derived from profits earned since the tenant for life had been entitled to the income of the trust fund, he was entitled to fourteen-fifteenths of the £750.

NORTH, J., held that the principles laid down in *Bouch* v. *Sproule* (12 App. Cas. 385) applied, though the result of their application must be different in the present case. In his lordship's opinion the sums carried to the reserve fund had not been finally appropriated to capital. He considered that the whole sum paid to the shareholders in the year 1889 had been duly declared as dividend, and that the tenant for life was entitled to the whole of the £750.—COUNSEL, *Oswald; Cozens-Hardy*, Q.C., and *W. F. Beddoes; Napier Higgins*, Q.C., and *MacSwinney.* SOLICITORS, *W. A. Holcombe; Cheese.*

***Re* THE NATIONAL PERMANENT MUTUAL BENEFIT BUILDING SOCIETY**—North, J., 17th May.

BUILDING SOCIETY — INVESTMENT OF SURPLUS FUNDS — AUTHORIZED SECURITIES—INTEREST "GUARANTEED BY AUTHORITY OF PARLIAMENT"—BUILDING SOCIETIES ACT, 1874, s. 25.

This was a petition by the directors and trustees of a building society (registered under the Building Societies Act, 1874), asking the opinion of the court as to the nature of the securities upon which the surplus funds of the society could be invested. Section 25 of the Act of 1874 provides that "any society under this Act may, from time to time, as the rules permit, invest any portion of the funds of the society, not immediately required for its purposes, upon real or leasehold securities, or in the public funds, or in or upon any parliamentary stocks or securities, or in or upon any stocks or securities payment of the interest on which is guaranteed by authority of Parliament." The rules of the society provided that all moneys of the society, not employed in advancing the shares of members, should be laid out in such investments, or advanced upon such legal or equitable securities, as the law permits, in the names of the trustees, but under the direction of the board. The petitioner asked the opinion of the court, whether the power of investment given by section 25 authorized (*inter alia*) the purchase of India 3½ Stock. By section 11 of the Act 36 & 37 Vict. c. 32 the interest on that stock is charged upon the revenues of India. It was argued that that interest was "guaranteed by authority of Parliament," and, therefore, the stock was within section 25.

NORTH, J., held that it was not. The interest on the stock was clearly not guaranteed by Parliament, nor did he think that it was guaranteed by authority of Parliament. He did not think that those words were equivalent to "primarily charged by an Act of Parliament" on a certain fund.—COUNSEL, *Swinfen Eady.* SOLICITORS, *Russell & Co.*

MORTLOCK *v.* OWEN AND OTHERS—Stirling, J., 20th May.

SPECIFIC PERFORMANCE—PAROL AGREEMENT—LIEN—MORTGAGEE FOR VALUE WITHOUT NOTICE.

In this action the plaintiff claimed the specific performance of an alleged parol agreement between her and the late Captain R. N. Hoare for the purchase of a house, with studio, No. 122, Sloane-street; and now moved to restrain the transfer of an indenture of mortgage dated the 1st of July, 1886, including this and other property. The plaintiff, who earns a considerable income in her profession of portrait-painting, alleged that, in pursuance of a parol agreement with the late Captain R. N. Hoare, she paid sums, in all, of over £6,000, towards the purchase of the house and studio, No. 122, Sloane-street, of which she had been in possession rent free since 1886 till his death, and which had been built for her on land held by him under a lease from Lord Cadogan of the 9th of July, 1884. The total amount to be finally paid under this agreement was to be ascertained by a valuer to be appointed by both parties, but this had never been done. On the same day that he obtained his lease from Lord Cadogan, Captain Hoare mortgaged, by way of demise, the whole property to the Rev. W. H. Hoare for £17,000; and this security was further sub-mortgaged by the Rev. W. H. Hoare to Messrs. Hoare, the bankers, for £7,500. It was proved that at this date neither the Rev. W. H. Hoare nor Messrs. Hoare had notice of the alleged agreement, and, as Miss Mortlock had not then entered into possession, they had no constructive notice of it. In 1886, when the plaintiff was in occupation of 122, Sloane-street, Captain Hoare desired to raise a further sum on the same security, giving the new charge priority to the mortgages of 1884. This was carried into effect by three deeds dated the 30th of June, the 1st of July, and the 2nd of July, 1886, but in fact executed on the same day—the first a re-assignment to the Rev. W. H. Hoare of Messrs. Hoare's sub-mortgage; the second a mortgage by Captain R. N. Hoare, with the consent of the Rev. W. H. Hoare, of the property to Messrs. Clarke for £10,000 in priority to the existing mortgage to the Rev. W. H. Hoare; and with a proviso for redemption, declaring that on the repayment of the amount secured the property should still be subject to the equity of redemption existing before the execution of the mortgage. The third deed (of the 2nd of July) was a second mortgage to Messrs. Hoare by Captain Hoare and the Rev. W. H. Hoare for £3,500, with which sum the Rev. W. H. Hoare thereby charged the sum of £13,000 still remaining due to him on his postponed mortgage. It was argued on behalf of the plaintiff that the effect of this transaction was to create an entirely new security, and that, as she was then in occupation, the Rev. W. H. Hoare and Messrs. Hoare were affected with constructive notice of her interest in the property.

STIRLING, J., while holding it was proved that a substantial sum had been paid by the plaintiff to the late Captain Hoare, and that, while specific performance of the alleged agreement could not be enforced, on account of the impossibility of determining the value of the property under it, she was entitled to have a lien in equity on the property to that amount, said that the present application was quite a different matter. The defendants had in 1884 advanced their money in good faith without notice, and unless the effect of the transactions of 1886 was such as to affect them with constructive notice of the plaintiff's interest, they had a better equitable title than the plaintiff. He held that this perfectly honest transaction was never intended to, and in fact did not, destroy the prior securities; it merely postponed them to the new mortgage. The motion must therefore be refused with costs.—COUNSEL, *Sir H. Davey*, Q.C., *Buckley*, Q.C., and *Levett; Graham Hastings*, Q.C., and *Morshead; Phipson Beale*, Q.C., and *Chubb; C. B. Maclaren.* SOLICITORS, *Hores & Pattinson; Tylee & Co.; Russell, Son, & Scott; Trinders & Co.*

***Re* FOX, FOX *v.* FOX**—Stirling, J., 15th May.

WILL—TENANT FOR LIFE—POWER TO RESORT TO CAPITAL FOR MAINTENANCE—INTERFERENCE WITH SUCH USE OF CAPITAL AT INSTANCE OF REMAINDERMEN.

H. J. Fox by his will gave all his real and personal estate and effects to his wife (the defendant) and John Hare, upon trust to allow the defendant to have the full entire use and enjoyment thereof for her maintenance during her lifetime, and thereby declared that she might at any time during her lifetime sell, lease, mortgage, or otherwise absolutely dispose of all or any part of the said estate for her maintenance, but not by way of testamentary disposition, and after the death of his said wife that John Hare should sell and convert all the said estate, or the residue then remaining thereof, and stand possessed thereof upon trust for all the children of his brothers Alfred and Charles as should be living at his decease in manner therein contained. The testator died in 1886, leaving the defendant him surviving. She alone proved the will and paid the testator's debts and liabilities, John Hare having renounced probate and disclaimed the trusts. The defendant, as she alleged, found the income of the estate insufficient for her proper maintenance, and applied part of the capital personal estate for her own maintenance and purposes, and also sold part of the real estate and received and applied in like manner part of the proceeds, refusing to render any accounts of such sales. The children of A. and C. Fox brought an action against her, claiming that the said sale was a breach of trust, and that the defendant might be ordered to make the same good, and other relief, and the defendant by her defence claimed to be entitled to an absolute interest in the whole real and personal estate, subject only to the payment of the testator's debts and funeral and testamentary expenses. This point of law, on the construction of the will, came on for argument before the trial, under ord. 25, r. 2.

STIRLING, J., held that as the will expressly excluded any testamentary disposition by the wife, she had not a power of absolute disposition, and

was therefore not absolutely entitled to the entire estate. Were this a gift to use as she thought fit, she would have an uncontrolled interest, but it was really a simple power to resort to capital for her maintenance. He was not prepared to say that the court would not interfere in her lifetime if it were shewn that she was using capital for other purposes besides her maintenance simply, but it would be extremely inconvenient to decide how far the court would interfere until the full facts of her dealings with the estate were in evidence. His lordship therefore made a declaration only that the defendant was not absolutely entitled to the capital of the estate. Costs to be costs in the action.—COUNSEL, *Graham Hastings*, Q.C., and *J. Gatey*; *Phipson Beale*, Q.C., and *T. H. Carson*. SOLICITORS, *J. E. & H. Scott*, for *W. & W. A. Harle*, Newcastle-upon-Tyne; *Williams & Neville*, for *F. E. Forster*, Newcastle-upon-Tyne.

Re SIMES, SIMES *v.* NEWBERY—Kekewich, J., 16th May.

TRUSTEE—ATTACHMENT—BREACH OF TRUST—NON-COMPLIANCE WITH ORDER TO PAY INTO COURT CASH AS TRUSTEE—BANKRUPTCY—JURISDICTION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 9.

By an order made on the 5th of April, 1889, the defendant was directed as trustee to pay two sums of cash into court on or before the 6th of May. He did not comply with the order. On the 13th of May a receiving order was made against him on his own petition, and he had not yet obtained his discharge. The plaintiffs now moved for liberty to issue a writ of attachment against him, the notice of motion being dated the 22nd of April, 1890.

KEKEWICH, J., said that any order he might make must be based on the order of the 5th of April. That order directed him as trustee to pay money into court, and compliance with that order might have been enforced by attachment but for the bankruptcy. It was clearly a debt provable in the bankruptcy, so that the remedy against the property or person of the debtor was suspended by section 9 of the Bankruptcy Act, 1883. If it had been a sum of Consols or anything of that kind the order would have shewn that it was not the debtor's property, but there was nothing of that kind here. The result might be that a fraudulent trustee might secure his freedom by getting himself made a bankrupt, but his lordship had nothing to do with that now. The court had no jurisdiction to direct a writ of attachment to issue against an undischarged bankrupt. Motion refused. No order as to costs.—COUNSEL, *Waggett*, *Oswald*. SOLICITORS, *E. S. Sydney*; *Emanuel, Round, & Nathan*.

High Court—Queen's Bench Division.

REG. *v.* BARKER—C. C. R., 10th May.

HIGHWAY — PERSON LIABLE TO REPAIR RATIONE TENURÆ — TURNPIKE TRUST—ALTERATION OF ROAD.

Case stated by the chairman of the Cheshire Quarter Sessions, the question being as to the liability of the defendant to repair an ancient highway in the township of Huntington, in that county. The defendant was owner, but not occupier, of lands abutting on both sides of the road. By an Act of 1854 the road was made a turnpike road under the management of trustees. The trust expired in 1876. Before the commencement of the Act the road was paved in the centre for the width of nine feet, the sides being made of earth or turf; during the continuance of the trust the trustees converted it into a macadamized road, thereby making it a great deal more expensive to repair. Since the expiration of the trust the defendant and his predecessor in title had repaired the road, acting under a belief that they were liable to do so. The defendant, having of late years failed to repair it, was indicted for the non-repair, and was convicted, subject to the opinion of the court as to his liability. It was contended for the defendant that the occupier, and not the owner of lands adjoining a road, were liable to repair *ratione tenuræ*: Rolle Abr. I. 390; and, secondly, that the character of the road had been altered in such a way as to extinguish the liability: *R.* v. *Pickering* (41 J. P. 564). For the prosecution it was argued that the owner, as well as the occupier, might be indicted. *R.* v. *Ramsden* (E. B. & E. 649) was cited.

THE COURT (Lord COLERIDGE, C.J., and HAWKINS, MATHEW, DAY, and GRANTHAM, JJ.) were of opinion that the judgment must be for the defendant. Lord COLERIDGE, C.J., said that it was laid down in Rolle, temp. Car. I., that it was the occupier, and not the owner, who was liable to repair a road *ratione tenuræ*. The passage in Rolle had been repeated by many judges of authority, and was established law. That was sufficient to make this indictment wrong, but there was a graver question which should not be shirked—whether any person was liable to repair this road *ratione tenuræ*? The trustees, under the Turnpike Act, were clothed with certain powers as to this road; they altered its character, and made it into a macadamized road, thus changing the subject-matter as to which the liability previously existed. It had long been the law that Turnpike Acts of this kind did not, as regards the public, destroy the common law liability of a parish to repair—they left it where it was before—*R.* v. *St. George's, Hanover-square* (3 Camp. 222)—and the same principle applied to a person liable *ratione tenuræ*. But where the old road was gone, and what was there was something totally different from what he was bound to repair, he was set free from a liability which would have continued had the subject-matter remained unaltered. The indictment was, therefore, bad. The other judges concurred. Judgment for defendant.—COUNSEL, *Marshall*; *E. H. Lloyd*. SOLICITORS, *Tatham & Procter*, for *Carrington & Parker*, Chester; *Cunliffes & Davenport*, for *Churton*, Chester.

REG. *v.* SOLOMONS—C. C. R., 17th May.

CRIMINAL LAW—"PURSE TRICK"—LARCENY OR FALSE PRETENCES.

The question raised in this case was, whether the prisoner, who had obtained a shilling from the prosecutor by means of what is known as the "purse trick," could be convicted of larceny of the shilling. The case stated by the chairman of the London Sessions at Clerkenwell set forth that the prisoner met the prosecutor at Aldgate and appeared to place three florins in a purse; he then closed the purse and offered to sell it to the prosecutor for one shilling. The prosecutor gave the prisoner the shilling and took the purse, which he found to contain three halfpence only. The prisoner was indicted for larceny, and the jury found him "guilty of obtaining the money by a trick," and explained that their meaning was guilty of larceny by a trick. It was contended on behalf of the prisoner that, the prosecutor having voluntarily parted with both the possession and the ownership of the shilling, there could be no larceny, and the crime (if any) committed was that of obtaining the money by false pretences. The contention on the part of the Crown was that the crime was larceny by a trick.

Lord COLERIDGE, C.J., said that, although he was reluctant to let a man off who had been guilty of a gross fraud, he had no doubt as to the law of this case. If a man were indicted for obtaining property by false pretences and the offence turned out to be larceny he could be convicted of larceny; but the Act stopped short of enacting the converse, and did not say that a man who was indicted for larceny could be convicted of false pretences. The distinction ingrained in the law was that there was no larceny when the prosecutor voluntarily parted with both the possession of and the property in the article alleged to have been stolen. In this case the man parted with his shilling, not expecting to get that coin back again, but to get something in exchange for it; he gave it away expecting to get something for it. It followed that there was no larceny, and the conviction must be quashed. HAWKINS, MATHEW, DAY, and GRANTHAM, JJ., concurred. Conviction quashed.—COUNSEL, *Keith Frith*; *S. Butler*. SOLICITORS, *Ollard & Milleken*; *Solicitor to the Treasury*.

Re LOCAL BOARD OF WARMINSTER AND THE COUNTY COUNCIL OF WILTSHIRE—15th May.

COUNTY COUNCIL—MAINTENANCE OF ROADS—URBAN DISTRICT—FOOTPATHS, LIABILITY TO MAINTAIN—HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT, 1878 (41 & 42 VICT. c. 77), ss. 13, 15—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), s. 11.

This was a special case stated under section 29 of the Local Government Act, 1888, which raised a question of importance as to the liability of county councils for the repair, maintenance, and improvement of footpaths by the side of main roads in urban and rural districts. Section 11, sub-section (1), of the Local Government Act, 1888, provides that "every road in a county which is for the time being a main road within the meaning of the Highways and Locomotives (Amendment) Act, 1878, . . . shall after the appointed day be wholly maintained and repaired by the council of the county in which the road is situate." By sub-section (2) it is enacted that any urban authority may, within a specified time, "claim to retain the powers and duties of maintaining and repairing a main road within the district of such authority, and thereupon they shall be entitled to retain the same, . . . and the council shall make to such authority an annual payment towards the cost of the maintenance and repair and reasonable improvement connected with the maintenance and repair of such road." Within the urban district of Warminster there were certain main roads within the meaning of the Act of 1878. At the sides of some of these roads were footways which, in the streets of the town, were paved, pitched, or asphalted, and in many places were at a higher level than the carriage way. The local board retained their powers and duties as to these roads under the provisions of sub-section (2) above set out. They now claimed that the County Council of Wiltshire was liable, under section 11, for the costs of the maintenance, repair, &c., of these footways, and also of pitched crossings over the main roads; and also to scavenge, cleanse, and water such of the streets and roads as were main roads. It was admitted by the county council that in rural districts the highway included the footpaths at the side, but as to the parts within the town it was contended that the Legislature could not have meant to throw upon the county the expense of street pavements. It was argued that in section 13 of the Act of 1878 (which deals with roads which had been turnpike roads) the expression "main road" denoted only so much of the road as had been repairable by the turnpike trustees—that was, in urban districts, the carriage way only. The county council was willing to pay for the cleansing of the roads so far as was necessary for their maintenance, but not for sanitary purposes.

GRANTHAM, J., said that all legislation in past years dealing with roads dealt with them as including both carriage way and footway. Then the Act of 1878 threw half the cost of certain roads upon the county. That Act did not state in terms that the footways were to be excluded, and no difference was made in the cases of urban and rural authorities. In the Local Government Act the Legislature intended what it said — that every road in the county which was a main road should be wholly maintained and repaired by the county council — the word "road" was not limited in any way, and must be interpreted in the natural way. The council was, therefore, liable for the maintenance and repair of all or any of the footpaths at the sides of the main roads as part of such main roads, whether such footpaths were paved, pitched, or otherwise constructed, and also for the cost of paved or pitched crossings over the main roads. As to scavenging, the council was liable so far as it was necessary for maintenance and repair. CHARLES, J.,

was of the same opinion. In order to understand section 11 of the Local Government Act it was necessary to construe sections 13 and 15 of the Act of 1878. Those sections constituted two classes of roads as main roads—namely, turnpike roads which ceased to be turnpike roads, and roads declared to be main roads by the county authority. As to both these classes of roads, the highway authorities had to repair the carriage way and the footway; the duty of repairing the carriage way reverted to them in the case of turnpike roads on the expiration of the turnpike trust. By section 13 "one-half of the expenses incurred by the highway authority in the repair of such road" was cast upon the county. It was contended that those words meant "one-half of the expenses incurred by the highway authority as successors of the turnpike trustees in the maintenance of such road," and it was pointed out that in the Turnpike Acts the trustees were empowered to maintain the footways in rural, but not in the urban districts. It was not possible to insert such a limitation into section 13; when the Act was passed the highway authorities had the duty of repairing both footways and carriage ways, and expenses incurred "in the maintenance of such road" meant in the maintenance of footway and carriage way alike. That being the construction of the Act of 1878, that of 1888 presented no difficulty. It was clear that the whole expenses of the main road from hedge to hedge were thrown on the county council. In this case the urban authority had claimed to retain the powers and duties as to the main roads, and they were entitled to payment from the county council for performing the duty which it would otherwise have to perform. As to alteration of footways, if the alteration were a reasonable improvement, the county council must pay for it, and, in case of difference, sub-section (3) provided for an arbitration.—Counsel, *Henn Collins*, Q.C., and *Macmorran*; *R. S. Wright*. Solicitors, *Berkeley & Calcott*, for *Wakeman & Block*, Warminster; *Merriman, Pike, & Merriman*.

HOBBS & CO. (LIM.) *v.* HUDSON & CO.—16th May.

Practice—Interrogatories—Penal Action—Action for Double Value under 11 Geo. 2, c. 19, s. 3—R. S. C., XXXI., 1.

Case referred to the court by Hawkins, J., at chambers, upon the question whether, in an action by a landlord, under 11 Geo. 2, c. 19, s. 3, to recover against the tenant double the value of goods alleged to have been fraudulently removed to avoid distress, interrogatories can be administered by the plaintiff to the defendant. The plaintiffs brought their action under 11 Geo. 2, c. 19, s. 3, to recover against both the defendants double the value of goods which it was alleged that the defendant Myers, the tenant, had fraudulently removed to avoid distress, and which it was alleged that the defendants Hudson & Co. had wilfully and knowingly aided the tenant in removing. The plaintiffs had delivered interrogatories; the defendants Hudson & Co. had declined to answer; the plaintiffs then applied to a master to order an answer within a limited time. The master made no order upon this summons, and on appeal Hawkins, J., referred the matter to the court. Counsel for the plaintiffs said the question was whether the action for double value under the Act of Geo. 2 was a penal action. He submitted it was not so; where the main object is to compensate the party aggrieved, then the action is not a penal action, and interrogatories may be administered; where the object is to punish the defendant, then interrogatories are not allowed. There is no distinction between the present case and the case of *Adams* v. *Batley* (35 W. R. 437, 18 Q. B. D. 625), where interrogatories were allowed. The question is not whether this is a penalty in the sense of the party having to pay more than the damage actually suffered, but whether it is an action to compensate, and, if so, interrogatories are allowed. The cases of *Martin* v. *Treacher* (34 W. R. 315, 16 Q. B. D. 507) and *Jones* v. *Jones* (37 W. R. 479, 22 Q. B. D. 425) are different from the present. The object of the action, as shewn by the statement of claim, is to compensate the landlord for the injury he has received for what is described as a fraud, and, that being so, he was entitled to ask what goods he had got or where they were, and what goods he had got which he had removed, and to ask the tenant what goods he had in the house. If there was any objection, then the objection ought to be taken on oath in the affidavit in answer. Counsel for the defendants Hudson & Co., was not called upon.

Grantham, J.—Possibly a good deal may be said for the plaintiffs' view of this case, but I have no doubt on the authorities that interrogatories cannot be administered here. This question was decided in *Jones* v. *Jones*, for whether the action is an action for recovery of double value or treble value the principle is the same. I think, therefore, there is no authority for saying that interrogatories can be administered in cases of this kind. I am of opinion we are bound by *Jones* v. *Jones*, and under these circumstances this appeal ought to be dismissed. Charles, J.—I am of the same opinion. I think the case is decided by *Jones* v. *Jones*, and I may add that I concur with that case. Appeal dismissed.—Counsel, *W. Graham*; *Duke*. Solicitors, *Benner, Wright, Thompson, & Co.*; *Law & Worssam*.

Solicitors' Cases.

Re LAYTON, STEEL, & CO.—North, J., 16th May.

Solicitor—Costs—Taxation after Payment—"Special Circumstances"—Delivery of Bill—Solicitors Act, 1843 (6 & 7 Vict. c. 73), s. 37.

This was a summons by clients, asking that their former solicitors might be ordered to deliver to them all such bills of costs as had not been already delivered, and that those bills, and all other bills of costs against the applicants which had been already delivered, might be referred for taxation. The applicants were the trustees and executors of a doctor, who was the proprietor of a private lunatic asylum, and the applicants, under a power contained in his will, had carried on the asylum since his death in 1883. The solicitors had acted for the applicants in matters relating to the estate from that time down to July, 1889, when the applicants changed their solicitors. The costs in question related to business done for the applicants as executors and trustees. During the above-mentioned period, various bills of costs had been delivered, and the earlier bills had been paid. Four of the later bills had not been delivered to the applicants themselves, but had been delivered to the manager of the asylum, who had not sent them on to the applicants. As to the bills which had been paid, it was alleged, as a "special circumstance," that the clients had not been informed by the solicitors, before they paid the bills, that they would be liable to taxation or moderation at the instance of the *cestuis que trustent*, and that, if the bills should be reduced in that way, the applicants would, as between themselves and their *cestuis que trustent*, have to pay so much as might be disallowed out of their own pockets. *Re F*—— (16 W. R. 749) was relied on. In that case Lord Romilly, M.R., thought that "the continuance of the relation of solicitor and client after the delivery of the bill is a special circumstance within the meaning of the Act," and he referred the bills for taxation. There the clients were executors and trustees of a will, and in a suit for the administration of the testator's estate the chief clerk had refused to allow sums which the solicitor had retained for his costs, unless the bills were moderated, and a summons for taxation was then taken out. Three of the bills had been delivered for more than twelve months.

North, J., held that *Re F*—— was distinguishable, on the ground that in that case there was reason for supposing that the bills would be moderated upon taxation. There was nothing of that kind in the present case, and nothing to shew that the solicitors had neglected any duty. But his lordship held that there was no evidence that the manager of the asylum was an authorized agent to receive delivery of bills of costs on behalf of the applicants. Therefore, as to the costs included in the bills which had been delivered to him, there must be an order for delivery of the bills and taxation. But no costs of the adjournment of the summons into court would be given to either side.—Counsel, *C. Church*; *Bardswell*. Solicitors, *A. Pearce-Jones & Co.*; *Jaques & Co.*

LAW STUDENTS' JOURNAL.

TRINITY BAR EXAMINATIONS.

The questions in Real and Personal Property were simple and general, and involved nothing in the nature of a case for opinion. While Nos. 1 and 2 dealt with matters of merely antiquarian interest, the remaining eight questions were pretty fairly distributed over matters of current law, although part of No. 3—viz., "*bona notabilia*"—might now be dispensed with. Several of the answers we expect were pretty lengthy, if the candidates dealt anything like fully with such wide sweeping questions as "What remedies, statutory or otherwise, has a mortgagee for the recovery of his debt, or against the mortgaged property?" and "State shortly the provisions of the Conveyancing and Law of Property Act, 1881, as to the appointment and retirement of trustees, and the vesting of trust property on a change of trustees." As a general rule, a candidate who is fairly familiar with the Conveyancing and Settled Land Acts, the first 150 pages of Williams' Realty, and the chapters on "Mortgages" and "Devises" in either Goodeve or Edwards, can generally manage to pass. In common law the examiners set three easy questions on practice, one involving contract and general principles, two on torts, three on contract, one on landlord and tenant, and two on criminal law. Even in an easy paper it would be well to avoid misspellings, as we notice, "How far is insanity a defence in criminal cases? Mention the rules laid down on the subject in *McNaght's case*." We presume *M'Naghten's case* is intended. A good many candidates considered the paper hard, but it is difficult to see what part of it can be fairly described as such; the impression is due to the fact that students frequently deceive themselves about their common law.

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 1st and 2nd of May, 1890:—

Atkinson, Ernest Francis Joseph
Bickley, Edward Robert
Bill, Frank Ernest
Black, Charles
Blacker, William Stewart
Bouth, Rollo Firth Delamere
Brewer, John Claridge Rennie
Bridge, Henry Arthur Sealy
Brock, Tom Gilbert
Careless, Edward Powell
Chaproniere, George Augustus
Cheese, Clement Macmichael
Chester, John Woodroffe
Churchward, Charles Frederick
Clark, Robert James
Collins, Harry de Montmorency
Colyer, Alfred Maurice
Cooke, Arthur Sidney
Coop, Samuel Howard
Coupe, Sam Lomas
Crocker, Thomas Edward
Davies, Walter Pierce
Eliott, John Allen
Emmet, Robert William
Fell, George Edward Hunter
FitzHugh, Godfrey
Gillespie, Adam
Goodall, Frederick William
Griffiths, William Arthur
Hallas, Martin
Harrison, Charles Newton Moberly
Hoare, Edward Henry
Horton, William Herbert Lawrence
Hussey, George Hammond

Jackson, William Herbert
Johnson, John Arthur
Jones, William Haseldine
Kimber, Quintilian Hoeken Joseph
Laing, Malcolm
Leechman, Norman Barclay
Lowther, Lancelot Christopher
McMillin, Charles Douglas Daft
Malings, Horace
Meakes, James Woodrow
Mitchell-Withers, Arthur
Moore, Frederick Henry Wells
Morgan, Lewis
Morris, John Charles
Musson, Sydney Ashurst
Ormond, John
Osborn, Frank Burton
Palmer, Thomas
Parker, Alfred
Pellatt, Frank
Perham, Hamlin Horwood
Pettigrew, Thomas Joseph
Phillips, Thomas Louis
Pickles, Frederick Williams
Pierron, Henri
Potter, George William
Pratt, Charles Newton
Rickards, Alfred Middleton
Rider, Edward Percy
Roberts, John Trevor
Rowlands, John Wilfrid
Rylance, Richard Patterson
Sladen, St. Barbe Russell
Smith, Francis Henry
Spargo, Thomas Alfred May
Stokes-Roberts, Charles Edward
Stott, Richard Henry
Swinburne, Charles Edward
Taylor, Harry Wallis
Taylor, Reginald Rowland
Tremayne, Lawrence John
Tringham, Edgar Mason
Tudor, George
Turner, George Alfred Webster
Unwin, Reginald
Valentine, Algernon Lancelot William
Wade, Arthur Campbell
Wade, Marcus Ithel
Watkins, George Thomas
Welton, George
Westcott, William Leonard
White, Willie
Whitgreave, Charles Vincent
Whittingham, Ferdinand Samford
Williams, Edward Hugh
Wilson, Edwin Hetherington
Wrigley, Herbert Greenwood
Young, Clement Joseph

NEW ORDERS, &c.

STOCK OF THE SCINDE PUNJAUB AND DELHI RAILWAY CO. IN COURT.

In the High Court of Justice—Chancery Division and in Lunacy.
Wednesday the 19th day of March 1890.

Whereas on the final distribution provided for by section 53 of "The Scinde Punjaub and Delhi Railway Purchase Act 1886" of the moneys therein mentioned a sum of One thousand seven hundred and thirty-nine pounds and four pence cash has been paid by the Directors of the Scinde Punjaub and Delhi Railway Company to the account of Her Majesty's Paymaster-General for and on behalf of the Supreme Court of Judicature (hereinafter called "the Paymaster") at the Bank of England.

And whereas the said sum of One thousand seven hundred and thirty-nine pounds and four pence represents One pound four shillings and three halfpence per centum on the amount of the paid up capital of the said Company of which the Paymaster was the registered proprietor on the 15th June 1886 and such sum has been apportioned rateably to the credit of the various accounts to which the said paid up capital was standing on the said 15th June 1886.

And whereas the Paymaster is unable to deal with the amounts so apportioned without an Order in that behalf and the obtaining of separate Orders by the parties to the causes and matters to the credit of which such amounts stand would cause delay and expense which it is desirable to avoid.

Now I do order that—

1. That One pound four shillings and three halfpence per centum on the amount of the paid up capital of the Scinde Punjaub and Delhi Railway Company of which the Paymaster was the registered proprietor on the 15th June 1886 received by the Paymaster on the final distribution of the funds retained and other assets mentioned in section 53 of the Scinde Punjaub and Delhi Railway Act is for the purpose of this Order to be treated as to One pound as corpus so received and as to Four shillings and three halfpence as income so received and such corpus and income are to be dealt with as herein-after directed.

2. Where no Order dealing with an annuity representing a portion of such capital to a particular Ledger Credit (herein-after referred to as "the annuity") has been since the conversion lodged with the Paymaster he shall invest the corpus so received in New Consols notwithstanding the smallness of the amount and where the accruing payments of the annuity are still dealt with in the same manner as the dividends on such capital were dealt with prior to conversion shall pay or deal with the interest on such New Consols and also the income so received in the same manner as such accruing payments.

3. Where the annuity or some aliquot part of the annuity has been ordered to be transferred or sold the corpus and income so received or such part thereof as bears the same proportion to the whole as the part of the annuity sold or transferred bears to the annuity shall be paid to the person or persons to whom the annuity or such aliquot part has been ordered to be transferred or the proceeds of sale thereof or the residue of such proceeds after any payments thereout have been ordered to be paid and in such proportions if any as directed by the Order directing such transfer or sale.

4. Where the annuity or part of the annuity has been carried over the corpus and income so received or such part thereof as bears the same proportion to the whole as the part of the annuity carried over bears to the annuity shall be carried over to the same ledger credit or ledger credits to which the annuity or such part has been carried over and in such proportions if any as directed by the Order directing such carrying over. The Paymaster shall invest the corpus so carried over in New Consols notwithstanding the smallness of the amount and shall pay or deal with the interest in such New Consols and also the income so carried over in the same manner as the accruing payments of the annuity or proportions of the annuity carried over are to be paid or dealt with under such order.

HALSBURY, C.

We concur in this Order—

HENRY COTTON, L.J.
EDW. FRY, L.J.

We concur in this Order—

JOSEPH W. CHITTY, J.
FORD NORTH.
JAMES STIRLING, J.

LEGAL NEWS.

OBITUARY.

MR. FRANCIS PARKER, solicitor, of Worcester, died at Malvern on the 30th ult. from inflammation of the lungs. Mr. Parker was the son of Mr. John Parker, solicitor, of Worcester, and was articled to his father. He was admitted a solicitor in 1855, and was formerly in partnership with his father and with the late Mr. Goldingham. He was for several years a member of the Worcester School Board and chairman of the finance committee. Mr. Parker was unmarried.

MR. HENRY BLAKE MILLER, solicitor (of the firm of Miller & Stevens), of Norwich, died at Cromer on the 26th ult. Mr. Miller was the son of Mr. Henry Miller, solicitor, of Norwich, and was admitted a solicitor in 1846, having served his articles with his father. He was appointed clerk to the Norwich Board of Health in 1853. About five years later he became town clerk of the city, and he held that office till his death. He had been for many years in partnership with Mr. Walter George Stevens. Mr. Miller was buried at Norwich on the 30th ult.

MR. PHILIP SMITH SPARLING, solicitor, of Colchester, died on the 4th inst., in his eighty-sixth year. Mr. Sparling was educated at the Colchester Grammar School. He served his articles with Messrs. Steward & Skipper, of Norwich, and he was admitted a solicitor in 1825. He had been for some years in partnership with his son, Mr. Arthur Steward Blyth Sparling, who was admitted a solicitor in 1885. He was a perpetual commissioner for the county of Essex, and he had been for thirty-six years clerk to the Colchester Burial Board. Mr. Sparling was a widower. He leaves four sons. He was buried at the Colchester Cemetery on the 7th inst.

MR. JAMES GORDON BELLINGHAM, solicitor (of the firm of Bellingham & Robinson), of Saffron Walden, died on the 9th inst. Mr. Bellingham was admitted a solicitor in 1860, and he had for nearly thirty years carried on an extensive practice at Saffron Walden, where he was in partnership with Mr. Francis Stephen Robinson. He was a perpetual commissioner for Essex and Cambridgeshire, and held several important appointments, being town clerk and clerk of the peace for the borough of Saffron Walden, and clerk to the Commissioners of Taxes for the Freshwell Division of Essex.

MR. WILLIAM RHODES FAWCETT, solicitor (of the firm of Fawcett & Faber), of Stockton and Yarm, died suddenly from heart disease on the 6th inst. Mr. Fawcett was admitted a solicitor in 1862, when he joined the firm of Fawcett & Garbutt, to which he had been articled. After his father's death he went into partnership with the late Mr. Henry George Faber, town clerk of Stockton, and more recently he was associated with Mr. Thomas Henry Faber. Mr. Fawcett was clerk to the county magistrates for the Stockton and Yarm Divisions, clerk to the Yarm Burial Board, and steward of the Manor of Yarm.

MR. JOHN ODIN HOWARD TAYLOR, solicitor, died at Norwich on the 15th inst., after a long illness. Mr. Taylor was the eldest son of Mr. John Odin Taylor, solicitor, of Norwich, and was admitted a solicitor in 1860, having been articled to his father, with whom he was for many years in partnership, and more recently he was associated with his younger brother, Mr. Frederick Odin Taylor, who is superintendent-registrar for the district of Norwich. His firm were for many years local solicitors to the Great Eastern Railway Co. Mr. Taylor was for many years secretary to the Norfolk and Norwich Musical Festivals. He took an active interest in the Inland Fisheries Question, and he was for some time president of the Yare Preservation Society.

MR. JOHN JEFFERY, solicitor (of the firm of Jeffery & Haviland), of Northampton, died on the 9th inst. from disease of the heart, in his seventy-ninth year. Mr. Jeffery was admitted a solicitor in 1836, and two years later he settled at Northampton. He was formerly a member of the firm of Jayes & Jeffery, but he had been for nearly ten years associated with his son-in-law, Mr. John Haviland. He was a perpetual commissioner for Northamptonshire, and he had a large practice in the town and district. He was a member of the town council from 1842 till 1856, when he was elected an alderman, and he was town clerk of Northampton from 1857 till 1869. He was also for many years clerk to the Hardingstone Board of Guardians. Mr. Jeffery had been for many years a widower.

APPOINTMENTS.

MR. THOMAS HENRY FABER, solicitor, of Stockton and Yarm, has been

appointed Clerk to the county magistrates for the South Stockton Division, in succession to his partner, the late Mr. William Rhodes Fawcett. Mr. Faber was admitted a solicitor in 1884.

Mr. CHARLES HALL, Q.C., M.P., has been created a Knight Commander of the Order of St. Michael and St. George. Sir C. Hall is the second son of Vice-Chancellor Sir Charles Hall. He was educated at Harrow and at Trinity College, Cambridge, and was called to the bar at the Middle Temple in Michaelmas Term, 1866, and he is a member of the South-Eastern Circuit. He has been Attorney-General to the Prince of Wales since 1877, and he became a Queen's Counsel in 1881. Sir C. Hall is a bencher of the Middle Temple, and he has been M.P. for the Chesterton Division of Cambridgeshire in the Conservative interest since 1885.

Mr. HENRY LUDLOW, Chief Justice of the Leeward Islands, has received the honour of Knighthood. Sir H. Ludlow is the son of Mr. George Ludlow, of Hertford, and was educated at Christ's Hospital, and he was successively scholar and fellow of St. John's College, Cambridge, where he graduated as Seventh Wrangler in 1857. He was called to the bar at Lincoln's-inn in Hilary Term, 1861, having in the previous year obtained an open studentship. He formerly practised in the Court of Chancery, being also a member of the Home Circuit. He was Attorney-General of Trinidad from 1874 till 1886, when he was appointed Chief Justice of the Leeward Islands.

His Honour Judge HORATIO LLOYD has received the honour of Knighthood. Sir H. Lloyd is the eldest son of Mr. Edward Watson Lloyd, of Fort Hexwell, Cheshire, and was educated at Rossall School and at Caius College, Cambridge, and was called to the bar at the Middle Temple in Easter Term, 1852. He formerly practised on the North Wales and Chester Circuit, and he was for several years a revising barrister and prosecuting counsel to the Mint and Post Office. In 1874 he was appointed judge of county courts for Circuit No. 29. Sir H. Lloyd is recorder of the City of Chester, a magistrate for Cheshire, Flintshire, and Carnarvonshire, and deputy-chairman of the Cheshire Quarter Sessions.

Mr. ANDREW RICHARD SCOBLE, Q.C., C.S.I., Legal Member of the Council of the Governor-General of India, has been created a Knight Companion of the Order of the Star of India. Sir A. Scoble is the second son of Mr. John Scoble, and was educated at the City of London School. He was called to the bar at Lincoln's-inn in Hilary Term, 1856. He was Advocate-General of Bombay from 1870 till 1875. He became a Queen's Counsel in 1876, and he afterwards practised before the Privy Council. In 1886 he was appointed legal member of the Governor-General's Council, and was created a Companion of the Order of the Star of India. Sir A. Scoble is a bencher of Lincoln's-inn.

Mr. REGINALD JOHN CUST, Chief Commissioner of the West Indian Incumbered Estates Court, has received the honour of Knighthood. Sir R. Cust is the third son of the Hon. and Rev. Henry Cokayne Cust, and was educated at Trinity College, Cambridge, where he graduated as a wrangler and also in the 2nd class of the classical tripos in 1852. He was called to the bar at Lincoln's-inn in Easter Term, 1856. He was appointed secretary to the West Indian Incumbered Estates Commission in 1865, and became chief commissioner of the court in 1887.

Mr. ROBERT JOHN PINSENT, senior puisne judge of the Supreme Court of the Colony of Newfoundland, has received the honour of Knighthood. Sir R. Pinsent was called to the bar in Newfoundland in 1856. He was appointed a Queen's Counsel for the colony in 1865, and a judge of the Supreme Court in 1880.

CHANGES IN PARTNERSHIP.

Dissolutions.

ARTHUR JOHN BOWEN, WILLIAM TIBBETTS HART, and HOWARD LACEY HEWITT, solicitors (Wansey Bowen & Co.), 28, Moorgate-street, London. May 12.

HORACE PHILBRICK and RICHARD FREE, solicitors (Philbrick & Free), formerly 18, Austinfriars, but lately 6, New Broad-street, London. May 2. In future the business will be carried on by the said Richard Free on his separate account. [*Gazette*, May 16.

JOHN WILSON FARDELL, ALFRED DASHWOOD, PHILIP JOSEPH CANNING, and JOHN FARDELL, solicitors (Fardells, Dashwood, & Canning), Ryde and Mitre-chambers, Temple, London. May 1. [*Gazette*, May 20.

GENERAL.

On Tuesday, in Committee on the Customs and Inland Revenue Bill, Mr. M. Healy moved a new clause providing that solicitors and other legal practitioners who were obliged to take out a yearly certificate should be entitled to deduct from any income tax payable by them on their annual profits and gains the amount of the duty paid by them on their annual certificates. The Chancellor of the Exchequer said he could not assent to anything like the clause, which was a deducting of one tax from another. The clause was withdrawn.

At the annual meeting of the Society of Accountants and Auditors, held on the 15th inst., after the general business had been disposed of, an animated discussion took place upon the Companies (Winding-up) Bill and Sir Albert Rollit's new Bankruptcy Bill, which are now before Parliament. Addresses were delivered by Mr. H. T. Norton (solicitor) and Mr. W. O. Clough, member of the council, and strong opinions were expressed in opposition to both the measures. With regard to the first, special objection was taken to the clause increasing the responsibilities of directors, and it was considered that if the Bill had passed as it originally stood it would have been very detrimental to the business of the country, especially in relation to joint-stock company business. The principle of limited liability might be right or wrong. If wrong, then do away with the Companies Acts altogether, but, if right, all legislation ought to be with the object of facilitating that business, and to safeguard the interests of all parties. The result of the clauses with respect to directors would, if passed, be that men of character, wealth, intelligence, and experience would object to connect themselves with joint-stock companies, and the public would be compelled to invest in companies having on their boards only men of second and third rate standing. With regard to the Bankruptcy Bill, objection was taken specially to the reduction of the amount upon which a petition for bankruptcy could be based from £50 to £20, and to the reduction of the period of relation back in regard to deeds of arrangement from six to three months. Great objection was also taken to the clauses relating to trustees. It was considered that the general effect of the Bill as it stood would undoubtedly be to transfer most of the business to the officials of the Board of Trade. So far from the Bill being that of Sir A. Rollit, it was an Official Departmental Bill which had been taken charge of by Sir A. Rollit. In fact, the Bill meant more officialism and less non-officialism, while the commercial community unanimously declared for the exact opposite, and wanted less officialism and more non-officialism.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Wednesday, May	28	Mr. Farmer	Mr. Jackson	Mr. Ward
Thursday	29	Rolt	Clowes	Pemberton
Friday	30	Farmer	Jackson	Ward
Saturday	31	Rolt	Clowes	Pemberton
		Mr. Justice North.	**Mr. Justice Stirling.**	**Mr. Justice Kekewich.**
Wednesday, May	28	Mr. Beal	Mr. Leach	Mr. Carrington
Thursday	29	Pugh	Godfrey	Lavie
Friday	30	Beal	Leach	Carrington
Saturday	31	Pugh	Godfrey	Lavie

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC ELECTRIC RAILWAY SIGNAL CO, LIMITED—Petn for winding up, presented May 14, directed to be heard before Stirling, J, on June 7 Ridsdale & Son, Gray's inn sq, agents for Kerr, Halifax, solors for petner

BRISTOL JOINT STOCK BANK, LIMITED—Kay, J, has fixed Thursday, June 5, at 12, at his chambers, for the appointment of an official liquidator

RIO DEL ORO GOLD MINES, LIMITED—Creditors are required, on or before Oct 27, to send their names and addresses, and the particulars of their debts or claims, to John Francis Clarke, 41, Coleman st Friday, Nov 14, at 12.30, is appointed for hearing and adjudicating upon the debts and claims

THE LANGLEY MILL ENGINEERING, WHEEL, AND WAGON CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Jarvis William Barber, Alliance chbrs, George st, Sheffield Broomhead & Co, Sheffield, solors for liquidator

THE MANCHESTER SKIP (and not SHIP, as erroneously printed in last Gazette), CO, LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Pilling, 2, Clarence bldgs, Booth st, Manchester Weston & Co, Manchester, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

BRYNAMMAN CO-OPERATIVE AND INDUSTRIAL SOCIETY, LIMITED, Brynamman R.S.O., Carmarthen May 12

DOVE AND RAINBOW LOAN SOCIETY, LIMITED, 18, Upper Parliament st, Nottingham May 12

GOOD SAMARITAN TENT, I.O. Rechabites, Salford Unity Friendly Society, Rechabite Hall, Accrington, Lancaster May 12

INDEPENDENT BUD OF HOPE LODGE OF ODD FELLOWS FRIENDLY SOCIETY, Three Crowns Inn, Bath, Somerset May 12

PRIORS MARSTON CO-OPERATIVE AND PROVIDENT SOCIETY, LIMITED, Priors Marston, Warwick May 12

RENISHAW PROVINCIAL CO-OPERATIVE SOCIETY, LIMITED, 15, Emmett Carr lane, Renishaw, Derby May 12

SHIRBURN CO-OPERATIVE SOCIETY, LIMITED, Stores, Shirburn, Testworth, Oxford May 12

London Gazette.—TUESDAY, May 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CANADIAN (DIRECT) MEAT CO, LIMITED—By an order made by Stirling, J, dated May 10, it was ordered that the voluntary winding up of the company be continued. Saunders & Co, Coleman st, solors for petners

FINANCIAL WORLD, LIMITED—By an order made by Kekewich, J, dated May 10, it was ordered that the company be wound up Chave & Chave, Bishopsgate st, solors for petner

GEORGE A LYNE & CO, LIMITED—Creditors are required, on or before June 28, to send their names and addresses, and particulars of their debts or claims, to James Birtwhistle, 91, Farringdon rd Guscotte & Fowler, York bldgs, Adelphi, solors for liquidator

INDUSTRIAL INSURANCE CO OF GREAT BRITAIN, LIMITED—By an order made by Stirling, J, dated May 10, it was ordered that the voluntary winding up of the company be continued Metcalfe, solor for petner

NEW BOUNDS GREEN POTTERY, LIMITED—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to Sidney Cronk, 44, Lombard st Monday, June 23, at 12, is appointed for hearing and adjudicating upon the debts and claims

THE COVENTRY HOTEL CO, COVENTRY, LIMITED—Creditors are required, on or before June 11, to send their names and addresses, and the particulars of their debts or claims, to George Sutton, Hood st, Coventry Dewes & Co, solors for liquidator

THE CRIPPS PATENT SIEVE CO, LIMITED—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to William Liddall, Moorgate st chbrs. Great Swan alley, Moorgate st Gellatly & Warton, Lombard ct, solors for liquidator

THE SHEFFIELD RACING CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Jones, George st, Sheffield Allen & Son, Sheffield, solors for liquidator

VIADUCT PUBLISHING CO, LIMITED—Petn for winding up, presented May 17, directed to be heard before North, J, on Saturday, June 7 Hughes & Sons, Bedford st, Covent Garden, solors for petner

WATERBERG TRANSVAAL GOLD EXPLORATION SYNDICATE, LIMITED—By an order made by Chitty, J, dated May 10, it was ordered that the syndicate be wound up Hughes & Co, Budge row, solors for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

KILBOURN REFRIGERATING MACHINE CO, LIMITED—Petn for winding up, presented May 19, directed to be heard before Bristowe, VC, on Wednesday, June 4, at St George's Hall, Liverpool Norris & Sons, Liverpool, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

BLOOMING ROSE LODGE, Philanthropic Institution Friendly Society, New Ins, Llantillio Pertholey, Abergavenny, Monmouth May 14

LILY OF THE VALLEY LODGE OF THE ORDER OF DRUIDS, Nag's Head Inn, Kilnhurst, Rotherham, York May 14

MISTERTON FRIENDLY UNION SOCIETY, Red Hart, Misterton, Gainsborough, Nottingham May 13

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 2.

ANDREWS, THOMAS, Bridport pl, Hoxton, Licensed Victualler. June 2. Davies v Mortimer, North, J. Withers, Queen st, Cheapside

LAWRENCE, ERASMUS, City rd, Licensed Victualler. May 30. Newman v Lawrence, Stirling, J. Hewitt, Nicholas lane

MARKS, PHILLIP, Vinegar yd, Catherine st, Strand, Fruit Merchant. May 31. Burrell v Marks, North, J. Pickering, Leeds

London Gazette.—TUESDAY, May 6.

CLIFFORD, WILLIAM, Cold Newton, Leicester, Farmer. June 7. King v Clifford, North, J. Harris, Leicester

LONGBOTTOM, ABRAHAM, Halifax, Manufacturer's Salesman. June 2. Hebblethwaite v Turner, Chitty, J. Foster, Halifax

London Gazette.—FRIDAY, May 9.

BLICK, JOHN, Hill Court, Dodderhill, Worcester, Solicitor. June 9. Atkins v Blick, Stirling, J. Underwood, Furnival's inn, Holborn

FESENMEYER, JOHN PHILIP, Margate, June 2. White v Merrill, Stirling, J. Timbrell, Martin's lane, Cannon st

NICHOLSON, JOHN, Wisbech, St Mary, Cambridge, Yeoman. June 4. Mott v Mott, Stirling, J. Fraser & Co., Wisbech

London Gazette.—TUESDAY, May 13.

ALLAN, JAMES BRANDS, Bournemouth, Doctor of Medicine. June 16. Garland v Tharpe, North, J. Morgan, Somerset st, Portman sq

PESTERRE, THOMAS ARTHUR, St Aubyns, Hove, Gent. June 17. Pesterre v Tanner, Chitty, J. Chave, Devonshire chmbrs, Bishopsgate st Within

WHITFIELD, PETER CROSS, Kingston upon Hull, Ship Chandler. June 12. King v Wilson, North, J. Hodgson, Hull

London Gazette.—FRIDAY, May 16.

DOBSON, THOMAS CHARLES, Higher Walton, near Preston, Veterinary Surgeon. June 14. Mawdsley v Beesley, Registrar, Preston. Banks, Preston

PALMER, ALFRED Beckenham, Kent, Contractor. June 9. Bilson v Palmer, Stirling, J. Wassell, Bilston

WOELLWARTH, WILLIAM, Crutchedfriars, Wine Merchant. June 14. Rutherford v Woellwarth, North, J. Brett, New London st, Mark lane

London Gazette.—TUESDAY, May 20.

ARMSTRONG, GEORGE, Hayton, Cumberland, Yeoman. June 17. Harrison v Armstrong, Chitty, J. Hayton & Simpson, Cockermouth

FRISBY, MATTHEW, Deeping St James, Lincoln, Farmer. June 12. Allison v Frisby, Registrar, Peterborough. Percival, Peterborough

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 9.

ASTLEY, LUCY, Clifton, Bristol. July 1. Crawley & Co, Whitehall pl

ATKINSON, LUCY, Queen's rd, St John's Wood. June 14. Bartlett, Bush lane

BARTLETT, JOHN, Bude, Cornwall, Gent. June 24. Seldon, Barnstaple

BEESLEY, WILLIAM, Aspley Guise, Beds. May 31. Allan, Furnival's inn

BELFIELD, FRANK WILLIAM, New Malden, Surrey, Gent. June 7. Newton & Co, Gt Marlborough st

BENSOPP, CLARISSA PHILLIPPA, Sinclair rd, Kensington. June 7. Pyke & Mipchin, Metal Exchange bldngs, Gracechurch st

BORLEY, WILLIAM, North Wheatley, Notts, retired Innkeeper. July 1. Mee & Co, Retford

BRICKWOOD, LATHAM CHRISTOPHER NORRIS PERCY, King's Bench walk, Temple, Barrister at law. June 14. Bartlett, Bush lane

BROWN, JAMES, Harrow Weald. June 9. Oldman & Clabburn, Old Serjeant's inn, Chancery lane

BURTON, General CUTHBERT WARD, Dover. June 7. Leighton, Clement's inn

CARDALL, MARY ANN, Gravelly hill, Aston, Warwick. June 9. Wood & Co, Birmingham

CARTER, LUKE, Deeping St Nicholas, Lincs, Farmer. June 24. Maples & Son, Spalding

CHERRETT, JAMES, Williton, Somerset, Builder. June 10. Page, Williton

CLARKE, ISABELLA AUGUSTA, Kensington park gdns. June 12. Voss, Bedford row

CLARKE, SUSANNAH, Stebbing, Essex. May 31. Wade & Co, Dunmow

CORBETT, BRIDGET, Gartside st, Manchester. June 24. Schofield, Manchester

COWELL, CHARLES HENRY, Luton, Beds, Gent. June 7. Austin, Luton

CRAIG, MARTHA, Macclesfield. June 10. May, Macclesfield

DALLAWAY, STEPHEN, Warbleton, Sussex, Farmer. June 14. Coles & Co, Hailsham

DAVIS, ROBERT, Little Love lane, Esq., J.P. June 16. Collyer & Davis, Pancras lane

DAVISON, ROBERT, Belford, Northumberland, Gent. May 22. Percy, Alnwick

DEAN, WALTER, Pleasington, nr Blackburn, Slate Merchant. June 12. Needham, Blackburn

DIXON, MARY ELIZABETH, Tufnell pk rd. June 12. Yarde & Loader, Raymond bldngs, Gray's inn

WILLIAM DOBELL or ALFRED CHARLES DOBELL, West Malling, Kent, Solicitors' Clerks. June 8. Thacker & Co, Cheadle, Stoke on Trent

DUBRINS, EDWARD, Trelawn rd, Effra rd, Brixton, Gent. June 30. Buchanan & Rogers, Basinghall st

DUDFIELD, BENJAMIN CHARLES, Hove, Sussex, Esq. June 15. Upperton & Bacon, Brighton

FORSYTH, SARAH, Gainsborough grove, Newcastle upon Tyne. June 1. Criddle, Newcastle upon Tyne

HAYWARD, MATILDA, Buxton. May 15. Talbot & Watkins, Newtown

HILLS, JAMES, Sunderland, Sharebroker. May 31. Graham & Shepherd, Sunderland

HERONIMOS, YOUSOUF, Queen's rd, Dalston, Tobacconist. June 14. Bartlett, Bush lane

HILL, WILLIAM, Watchfield, nr Highbridge, Somerset, Yeoman. June 18. Brice, Bridgwater

HOLLINGTON, GEORGE, Woodford bridge, Essex, Esq. July 1. Fraser & Christian, Finsbury circus

HOLROYD, HELEN, Harrogate. July 1. Walker, Halifax

HUNTER, JOHN, Pyrland rd, Highbury. June 6. Rawlings, Walbrook

JACKSON, CHARLES, Kingston upon Hull, Shopkeeper. July 1. Martinson, Hull

JONES, JOHN, Llanegryn, Merioneth, Land Agent. May 23. Millard, Dolgelley

KING, KATE SARAH, Andover, Southampton. July 1. Smith & Son, Andover

KNOWLES, ANDREW, Swinton Old Hall, nr Manchester, Esq. June 30. Fullagar & Hulton, Bolton

MACKENZIE, GEORGE, Liverpool, Shipping Butcher. May 31. Evans & Co, Liverpool

MATHER, EMMA, Leytonstone, Essex. June 12. Stone & Co, Bath

MAY, JOHN, Rectory rd, Stoke Newington, Hatter. June 16. Greig, Fenchurch st

MOON, WILLIAM, Colville terr, Bayswater. June 14. Nelson, Godliman st, Doctors' commons

MOYS, HERBERT, Liverpool, Master Mariner. May 31. Shatwell, Liverpool

MURRAY, ELIZA, Ashburnham rd, Chelsea. July 1. Vallance & Vallance, Essex st

NOVARETTI, CATHERINE, Ferndale rd, Harrow rd, Paddington. June 15. Bradley, Mark lane

ORD, HERBERT WILLIAM, Somerton, Somerset, Brewer. June 6. Newman & Co, Yeovil, and Clement's-inn

PAYNE, PRUDENCE HARTREE, Croom's hill, Blackheath. June 24. Sanderson & Co, Queen Victoria st

PEILLON, LOUISA MATILDA, Nice, France. June 10. Wadeson & Malleson, Austinfriars

PITTAR, ROSALIE VALE, Redcliffe sq, South Kensington. June 2. Hopgood & Dowson, Whitehall pl

POPHAM, MARY, Wedmore, Somerset. June 18. Brice, Bridgwater

PRESTON, ANNE ELIZABETH, Llwynynn Hall, nr Ruthin, Denbigh. June 10. Payne & Frodsham, Liverpool

PRICE, WILLIAM CATER, jun, Roehampton, Surrey, Sewing Cotton Maker. June 23. Phelps & Co, Gresham st

RAVENE, ELIZABETH, Edgbaston, Birmingham. June 9. Hickman, Birmingham

RICHARDSON, CHARLOTTE ELIZABETH, Montague pl, Bedford sq. June 18. Perkins & Perkins, York

RICHARDSON, LUKE, Stalybridge, Innkeeper. May 31. Buckley & Miller, Stalybridge

ROBERTS, Rev WILLIAM, Liverpool. June 30. Jones & Milne, Liverpool

ROBERTSON, JOHN, Rothbury, Northumberland, Merchant. June 14. Drawbridge, Scarborough

ROBERTSON, JOSEPH HENRY, Rothbury, Northumberland. June 14. Drawbridge, Scarborough

ROBERTSON, RACHEL, Scarborough. June 14. Drawbridge, Scarborough

ROBINSON, ABRAHAM, Stalybridge, Plasterer. May 31. Buckley & Miller, Stalybridge

ROBINSON, JOHN LIDDELL, Brighton, Esq. June 7. Tyrrell & Son, Raymond bldgs, Gray's inn

ROCK, WILLIAM FREDERICK, Croom's Hill, Blackheath, Gent. June 24. Sanderson & Co, Queen Victoria st

SHAWCROSS, ANN, Scarborough. June 15. Birdsall & Cross, Scarborough

SLINGSBY, ELIZABETH, Shipley, Yorks. June 7. Morgan & Morgan, Bradford and Shipley

STEPHENSON, ELIZABETH, Ulverston. June 24. Butler & Sons, Dalton in Furness

STEPHENSON, ISABELLA, Ulverston. June 24. Butler & Sons, Dalton in Furness

STEPHENSON, JOHN, Ulverston, Yeoman. June 24. Butler & Sons, Dalton in Furness

STEPHENSON, MARGARET, Ulverston. June 24. Butler & Sons, Dalton in Furness

STEPHENSON, THOMAS BROCKBAN, Ulverston, Banker's Clerk. June 24. Butler & Sons, Dalton in Furness

STRIBLEY, JOHN, Barrow in Furness, Dock Master. June 18. Nalder, Barrow in Furness

SWALE, ANN, Scarsdale Villas, Kensington. June 16. Hartley, Settle, Yorks

TRED, ANN SUSAN, Teignmouth, Devon. July 19. Woolley, Gt Winchester st

THOMAS, EDWARD CROFT GREENWAY, Charing Cross. June 14. Bartlett, Bush lane

THOMAS, SAMUEL, Haverfordwest, Draper. June 9. James, Haverfordwest

UNDERWOOD, WALTER JOHN, Luton, Beds, Straw Plait Merchant's Manager. June 17. Sykes, Huddersfield

UTTERSON, ELIZABETH, Chippenham, Wilts. June 12. Wood & Awdry, Chippenham

UTTERSON, JAMES, Chippenham, Wilts, Gent. June 12. Wood & Awdry, Chippenham

WALLIS, PERCIVAL, Croydon, Gent. June 10. Lovell & Co, Gray's inn sqr

WALTERS, ANNIE, Hotel St James, Paris. June 6. Hinde & Co, Manchester

WALTON, REBECCA, Brackley, Northampton. May 24. Pellatt, Banbury, Oxon

WAY, THOMAS, Hartfield rd, Wimbledon, Builder. June 14. Bartlett, Bush lane

WEBBER ANNA, West Monkton, nr Taunton. June 18. Sweet & Son, Taunton

WHARTON, WILLIAM, Penny Bridge, Ulverston, Gardener. May 31. Woodburne, Ulverston

WHITE, JOHN, East Retford, Notts, Grocer. July 1. Mee & Co, Retford

WHITE, EDWARD COLSTON, Bedminster, Bristol, Innkeeper. July 5. Dix, Bristol

WILSON, RICHARD HERBERT GEORGE, Sheffield, Stock Broker. June 20. Gould & Coombe, Sheffield
WREN, ROBERT, Fenchurch st, Solicitor. June 16. Lucas & Son, Fenchurch st
WYLDE, HENRY, Harrington gdns, South Kensington, Mus. Doc Cantab. June 6. Hindle & Hobrow, Coleman st

London Gazette.—TUESDAY, May 13.

ADAMS, CAROLINE, Leamington Priors. July 8. Field & Sons, Leamington
BOUCH, HANNAH, Aspatria, Cumberland. July 1. Dobinson & Watson, Carlisle
BOWMAN, EDWARD LAWSON, Wetheral, Cumberland, Clerk in Holy Orders. July 1. Dobinson & Watson, Carlisle
BROWN, WILLIAM, Brigham, Cumberland, Gent. June 16. Plummer, Cockermouth
BUTTERMER, Rev. ROBERT DURANT, Millbrook, Southampton. July 1. Stanton & Bassett, Southampton
COGSWELL, ELIZABETH, Trowbridge, Wilts. May 27. Mann & Rodway, Trowbridge
CRUTTWELL, ELIZABETH ANNE, Drayton gardens, South Kensington, June 10. Wheatly & Co, New inn, Strand
CUMMINGS, EDMUND, Kendal, Corn Merchant. June 17. Moser & Sons, Kendal
EASTWOOD, THOMAS, Luddenden Foot, Halifax, retired Corn Merchant's Traveller. June 16. Booccock, Halifax
FELTON, JOHN JOSEPH. Old st, St Luke's. July 1. Sole & Co, Aldermanbury
FORBES, JOHN, Bath, Esq. June 24. Grover & Humphreys, King's Bench walk, Temple
HAM, MARY, Wells. June 9. Newman & Co, Yeovil and Clement's inn, Strand
HONEY, THOMAS WILLS, Plymouth, Carpenter. June 24. Rundle & Martin, Devonport
HORSMAN, ROBERT, Otley, Yorks, Surveyor. June 23. Simpson & Denham, Leeds
HUSSEY, EMILY, Folkestone. June 24. Hussey, Cornhill
JENNINGS, BENJAMIN THOMAS, Stanningley, Yorks, Top Maker. May 9. Harrison & Lupton, Leeds
METCALFE, WILLIAM, Cambridge, Printer. June 20. Needham & Co, Manchester
MILNER, WILLIAM, Worston Hall, nr Stafford, Gent. June 30. Greatrex, Stafford
NEWTON, ELIZABETH CLARK, Freshfield rd, nr Formby, Lancs. June 21. Thornely & Cameron, Liverpool
PARKER, WILLIAM HENNESSEY, Southsea, Hants, retired Captain R.N. May 1. Dummer, Southsea
PEBBLEY, ALICE AMELIA, Kilburn Priory. June 27. Lindus & Bicknell, Cheapside
RACKHAM, WILLOUGHBY BRIARS STILL, Lincoln's inn fields, Solicitor. June 30. Rye & Eyre, Golden sq
RELF, SAMUEL, Reigate, Surrey, Esq. June 30. G. Carter Morrison, Reigate, and 94, Cannon st
RIGBY, SAMUEL CLAUDIUS, Melmoth pl, Walham Green, Butcher. June 19. Mount & Son, Gracechurch st
ROBERTS, MAURICE DAVID, Rhyl, Solicitor. June 1. Rees, Denbigh
SHAFTO, EVELYNE MARY, Springfield rd, St John's Wood. June 24. Collyer-Bristow & Co, Bedford row
SMITH, JOHN, Willington, Northumberland, Forge Master. July 1. Hoyle & Co, Newcastle on Tyne
STICH, WILLIAM CHARLES, Stapleton, Glos, Gent. June 9. Sinnott & Spofforth, Bristol
TAYLOR, ISAAC, Salford, Grocer. June 3. Sutton & Co, Manchester
TAYLOR, ZACHARIAH, Hyde, Chester, Foreman Gasfitter. July 15. Brownson, Hyde
WALTERS, ANNIE, Hotel St James, Paris. June 6. Hinde & Co, Manchester
WATSON, MARY, Endsleigh grdns. June 24. Griffith & Co, Brighton
WEBB, ANN MARIA, Salisbury. June 9. Hoddings & Jackson, Salisbury
WHEATSTONE, AUGUSTA MARIA, Upper Westbourne terr. Aug 9. Hallowes & Carter, Bedford row
WOOLHOUSE, EDWARD, Kensington gore, Major in H. M. Army. June 12. Fallows & Rider, Lancaster pl, Strand

London Gazette.—FRIDAY, May 16.

ACTON, JOHN ROBERT, Cromwell st, Hounslow, retired Builder. June 27. Schultz & Son, South square, Gray's inn.
ALEXANDER, FREDERICK, New Cross rd, Licensed Victualler, July 1. Eagleton & Son, Chancery lane
BARWELL, JOHN, Nottingham, Cab Proprietor. August 1. Truman, Nottingham
BOWERS, JAMES, Hawarden, Flint, Esq. June 17. Dixon & Linnell, Manchester
BROUGHTON, THOMAS, Eccleshill, Shopkeeper. June 30. Tunnicliffe, Bradford
BUDD, ELIZABETH ANN, Winchester. June 24. Scotney & Shenton, Winchester
CHILDERS, FRANCES, Doncaster. June 30. Baxter & Co, Doncaster
CLOUGH, ELIZABETH, Manningham, Bradford. June 14. Rhodes, Bradford
COOK, JOSHUA, Huddersfield, Joiner. June 21. Wilmshurst, Huddersfield
DOBELL, WILLIAM, or ALFRED CHARLES DOBELL, West Malling, Kent, Solicitor's Clerks. June 6 Thacker & Co, Cheadle, Stoke on Trent
DOUBELL, CHARLES, Lingfield, Surrey, Land Surveyor. June 24. Minet & Co, King William st
EASTON, THOMAS, East Sheen, Surrey, Baker. June 27. Schultz & Son, South sq, Gray's inn
EDWARDS, JANE, Tunbridge Wells. July 1. Cripps & Son, Tunbridge Wells
GAY, JOHN JAMES, Shardeloes rd, New Cross, Gent. June 16. Griffith, Old Serjeants' inn
GAYLER, JAMES, Hackney rd, Baker. June 24. E. W. & R. Oliver, Corbet ct, Gracechurch st
GORDON, JOSEPH, Strathway grdns, Hampstead, Civil Engineer. June 14. Field & Co, Lincoln's inn fields
HAYES, THOMAS, Gloucester rd, South Kensington, Gent. August 16. Minet & Co, King William st
HAYWARD, GEORGE, Yetminster, Dorset, Gent. July 1. H S and S Watts, Yeovil
HITCHON, WILLIAM, Manchester, Calico Printer. July 15. Chadwick & Sons, Huddersfield
HOLMES MATILDA, Upton, nr Birkenhead. June 20. Field & Co, Liverpool
HOUSE, WILLIAM JOHN, Goldhawk rd, Shepherd's Bush, Licensed Victualler. June 30. Layton & Co, Budge row
HUBBELT, ANN, Boston, Lincs. June 30. Branson & Son, Sheffield
HUDSON, EDWARD, East Cliff, Sheffield, Merchant. June 20. Turnbull & Co, Scarborough
HUTCHINSON, ISAAC, Crosby Ravensworth, Westmoreland, Farmer. June 17. Little & Lamonby, Penrith
HUTTON, JAMES FREDERICK, Manchester, Merchant. June 18. Higson & Son, Manchester
IRVING, CHARLES, Tonbridge, Surgeon. May 31. Preston, Tonbridge
JACKSON, JAMES, Dudley, Wheelwright. July 1. Rollason, Birmingham
JEFFERIS, HENRY, Manchester, Merchant. June 18. Higson & Son, Manchester
JOHNSON, EDWARD, Staveley, Westmoreland, Esq. June 18. Greenbank, Serjeant's inn, Fleet st
KENYON, FREDERICK CHARLES, Birmingham, Merchant. June 16. Buller & Co, Birmingham
LARRODER, JOHN WILLIAM, Walford rd, Stoke Newington, Gent. July 1. Bridgman & Willcocks, College hill, Cannon st
LITTLEJOHN, WILLIAM, Seaforth, Liverpool, Gent. June 30. Quinn & Sons, Liverpool
LOWNE, FREDERICK WILLIAM, Conyers rd, Streatham. June 24. Dubois & Co Pancras lane
MATHEWS, JONATHAN, Wareham, Dorset, House Porter. June 14. Kelly, Molyneux chbrs, Goswell rd
MCPHERSON, THOMAS, Brighton, Gent. June 10. Hudson, Furnival's inn
MECHAM, THOMAS WILLIAM, Strand, Portmanteau Salesman. June 16. Spencer & Co, Cheapside
MORCELLA, JOSEPH, Liverpool, Innkeeper. June 13. Fryer, Preston
MORGAN, ELLEN, Carnarvon. May 31. Owen & Griffith, Carnarvon
MORRIS, CATHERINE ANN, Havod Sketty Park, Glam. June 20. Beor & Co, Swansea
MULHEIM, SARA, Grittleton rd, Paddington. July 18. Tamplin & Co, Fenchurch st
NEWBOLD, ALFRED EDWIN, Goswell rd, Optician. June 30. Letts Brothers Bartlett's bldgs
OXLEY, ANNA MARGARET, Turners Hill, Sussex. June 2. Upton & Co, Austinfriars
PATMAN, HENRY BRUCE, Mecklenburgh sq, Esq. June 30. F. J. & G. J. Braikenridge, Bartlett's bldgs
REAM, WILLIAM HENRY, Choriton on Medlock, Manchester, Wheelwright Sept 29. Grundy & Lamb, Manchester
RESTALL, EMMA, Trotton, Sussex. June 24. Albery & Lucas, Midhurst
RUTHERFORD, ELIZABETH, South rd, New Southgate. June 20. Busk & Co, Lincoln's inn fields
RUTHFORD, LUCY LETITIA, Bournemouth. June 20. Busk & Co, Lincoln's inn fields
SANDERS, WILLIAM HARDING, Whimple, Devon, Yeoman. June 12. Gould Crompton, Exeter
SHARP, JOHN, Southwick, Sussex, Shipowner. June 6. Cockburn, Brighton
SHAW, WILLIAM FRANCIS, Chobham, Surrey, Barrister. June 24. Carleton & Co, Bedford row
SHUTTLEWORTH, JOHN, Pudsey, Yorks, Painter. June 30. Tunnicliffe, Bradford
SMITH, JOSEPH, Handsworth, Staffs, Gent. June 24. Smith & Co, Birmingham
SMITH, WILLIAM CASTLE, Gloucester ter, Regent's pk, Esq. June 24. Minet & Co, King William st
SPENCE, JOHN SIMON, Sutton, Surrey. June 30. Coote & Ball, Cursitor st Chancery lane
STEWART, ELIZA BURGESS, Barnstaple. July 1. Bencraft & Bosson, Barnstaple
SUTHERS, HENRY, Ipswich, Hardware Dealer. July 12. Birkett & Ridley Ipswich
SYKES, FRED, Rastrick, Yorks, Innkeeper. June 14. Sykes, Huddersfield
TEBBUIT, LUCY, Caversham rd, Kentish Town. June 19. Digby, Bishopsgate st Within
WARD, Major General Sir EDWARD WOLSENHOLME, K.C.M.G., Lowndes sq June 14. Lawrence & Co, New sq, Lincoln's inn
WATKINS, GEORGE, Chepstow, Mon, Surgeon. June 24. Wood, New sq, Lincoln's inn
WHITE, THOMAS, Noel st, Islington, Lighterman. May 31. Robinson & Co King's Arms yard
WOOD, ROBERT, Skewsby, Yorks, Stonemason. June 13. H. W. & R. Pearson, Helmsley
WORKMAN, ELIZABETH, Hampden st, Harrow rd. June 16. Spencer & Co Cheapside

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, May 16.

RECEIVING ORDERS.

ALGAR, JOHN, West Ham, Essex, Builder High Court Pet April 26 Ord May 13
ANDREWS, WILLIAM WILKINSON, Ramsgate, Smack-owner Canterbury Pet May 12 Ord May 12
ARNOLD, ARTHUR, Watford, Herts, Butcher's Foreman St Albans Pet May 9 Ord May 9
BEATTIE, F. I., Alexandra rd, Finsbury Park, Clerk to a Stockbroker High Court Pet April 17 Ord May 13
BEVIS, JAMES FREEMANTLE, Salisbury, Journeyman Painter Salisbury Pet May 13 Ord May 13
BRAMWELL, GEORGE WILLIAM, Liverpool, Wine Merchant Liverpool Pet May 13 Ord May 13
BRIGS, JOSEPH, West Buckland, Somerset, Poultry Dealer Taunton Pet May 14 Ord May 14
CLAYTON, THOMAS, Preston, Builder Preston Pet May 2 Ord May 13
CROAD, REGINALD JAMES, Hayes, Kent, Grocer Croydon Pet May 12 Ord May 12
DAVIES, JAMES, Portmadoc, Carnarvonshire, Master Mariner Portmadoc Pet May 12 Ord May 12
DOUGHTY, JOHN, Coventry, Tobacconist Coventry Pet May 12 Ord May 12
EDWARDS, EDWARD THOMAS WATKINS, Abergavenny, Mon, Superannuated Supervisor of Excise Tredegar Pet May 12 Ord May 12
GILLO, WILLIAM RIVERS, Winchester, Carrier Winchester Pet April 22 Ord May 14
GOLDMAN, MORRIS, Romford, Essex, Boot Manufacturer High Court Pet May 14 Ord May 14
HALFORD, WILLIAM, Albert sqr, Clapham rd, late Managing Director of the Southwark Foundry Co, Lim High Court Pet May 14 Ord May 14
HANCOCK, WILLIAM, St Paul's Churchyard, Builder High Court Pet May 13 Ord May 13
HEYDERNE, JAMES HENRY, Newport, Mon, Tea Dealer Newport, Mon Pet May 12 Ord May 12
HODGKINS, CHARLES EDWARD GILBERT, Clifton, Draper Bristol Pet May 9 Ord May 12
HOLT, THOMAS ALFRED, Bilston, Staffs, late Beer-

house Keeper Wolverhampton Pet May 10 Ord May 10

JONES, ELIAS BENJAMIN, Llanidloes, Montgomeryshire, Family Grocer Newtown Pet May 12 Ord May 12

JONES, ROBERT, Swansea, Iron Merchant Swansea Pet May 14 Ord May 14

LAMBERT, ALFRED JOHN, late Porchester grds, Bayswater High Court Pet March 27 Ord May 14

LEACH, EDWIN TAYLOR, Dorchester, Baker Dorchester Pet May 13 Ord May 13

LEACHMAN, JOHN, Wainfleet St Mary, Lincs, Licensed Victualler Boston Pet May 13 Ord May 13

LUKE, FREDERICK ARTHUR, Southampton, Upholsterer Southampton Pet May 13 Ord May 13

MANN, HERBERT HARTLEY, Dewsbury, Commercial Traveller Dewsbury Pet May 13 Ord May 13

MARKS, ABRAHAM GEORGE, Portsea, Naval Outfitter Portsmouth Pet May 12 Ord May 12

MATTHEWS, HENRY THOMAS, Cambridge, Coal Merchant's Clerk Cambridge Pet May 14 Ord May 14

MCFARLINE, JAMES FOTHERGILL, Newcastle on Tyne, Tailor Newcastle on Tyne Pet May 13 Ord May 13

MEATS, W., Nottingham, Road Contractor Nottingham Pet April 17 Ord May 13

MONCRIEFF, BARBARA, Cockermouth, Cumberland, Milliner Cockermouth Pet May 13 Ord May 13

RATCLIFFE, HENRY GEORGE, late of Liverpool, Theatrical Comedian Liverpool Pet May 12 Ord May 12

RIGGS, LEVI WILLIAM, Weymouth, Manager of Weymouth Industrial Co-operative Society's Stores Dorchester Pet May 13 Ord May 13

SIMPSON, FRANCIS, Folkestone, Tailor Canterbury Pet May 12 Ord May 13

STONE, JAMES, Watford, Herts, Painter St Albans Pet May 13 Ord May 13

TARBET, T. W., Warwick st, Regent st, Law Stationer High Court Pet March 13 Ord May 8

WALKER, MARY, and EDWARD GEORGE WALKER, Weston Coyney, Staffs, and Newcastle under Lyme, Earthenware Manufacturers Stoke upon Trent Pet May 3 Ord May 14

WILLIAMS, JAMES RICHARD, Plymouth, Clothier East Stonehouse Pet May 13 Ord May 13

WILLIAMS, THOMAS HOWELL, Ockbrook, Derbyshire, Secretary and Manager of a Limited Co Derby Pet May 12 Ord May 12

FIRST MEETINGS.

ATKINSON, THOMAS, Leeds, Chemist May 23 at 3 Off Rec, 22, Park row, Leeds

BARKER, THOMAS, Leeds Butcher May 23 at 11 Off Rec. 22, Park row, Leeds

BEVANT, THOMAS, Curtain rd, Chairmaker June 3 at 12 33, Carey st, Lincoln's inn

CARAMELLI, PIETRO, Tottenham ct rd, Restaurateur May 30 at 2.30 33, Carey st, Lincoln's inn

CIRIAX, HEINRICH, Newman st, Oxford st, Bootmaker May 23 at 12 33, Carey st, Lincoln's inn

CLAYTON, THOMAS, Preston, Builder May 23 at 2.30 Off Rec 14, Chapel st, Preston

CRESSEY, HENRY, Leeds, Joiner May 23 at 12 Off Rec, 22, Park row, Leeds

CROFT, THOMAS HENRY, Clay Cross, Derbyshire, Baker May 23 at 1.30 Angel Hotel, Chesterfield

DARVILL, RICHARD, Aylesbury, Bricklayer May 24 at 3 1, St Aldate's, Oxford

FARLEY, JOHN THOMAS, Truro, Cornwall, Builder May 23 at 11.30 Off Rec, Boscawen st, Truro

GARNER, WILLIAM THOMAS, sen, Willenhall, Staffs, Brass Caster June 10 at 12 Off Rec, St Peter's close, Wolverhampton

HARDY, JOSEPH STEERE, Nottingham, Lace Manufacturer May 23 at 12 Off Rec, St Peter's Church walk, Nottingham

HELLEN, JAMES, Colchester, Butcher May 23 at 11 Townhall, Colchester

HERRING, WALTER BENJAMIN JOSEPH, The Burroughs, Hendon, Oilman May 23 at 3 95, Temple chbrs, Temple avenue

HEYBURNE, JAMES HENRY, Newport, Mon, Tea Dealer May 24 at 11 Off Rec, Council chbrs, Corn st, Newport

HODGKINS, CHARLES EDWARD GILBERT, Clifton, Bristol, Draper May 23 at 3.30 Off Rec, Bank chbrs, Bristol

HOSKYNS, THOMAS SNOW, Leamington, Grocer May 29 at 3 Off Rec, 17, Hertford st, Coventry

HUGHES, JOHN, Liverpool, Licensed Victualler May 29 at 3 Off Rec, 35, Victoria st, Liverpool

HUNT, HENRY, and JAMES HUNT, Willenhall, Staffs, Coal Masters June 11 at 11.15 Off Rec, Bridge st, Walsall

JONES, ELIAS BENJAMIN, Llanidloes, Montgomeryshire, Grocer May 26 at 1 Off Rec, Llanidloes

JONES, JOHN EDWARD, Abervon, Glam, Grocer May 23 at 12 Off Rec, 57, Oxford st, Swansea

JONES, ROBERT, Swansea, Iron Merchant May 24 at 12 Off Rec, 57, Oxford st, Swansea

LEMMENS, JOHN CHARLES, Liverpool, Dental Surgeon June 5 at 3 Off Rec, 35, Victoria st, Liverpool

LUKE, FREDERICK ARTHUR, Southampton, Upholsterer May 30 at 11 Off Rec, 4, East st, Southampton

MARKS, ABRAHAM GEORGE, Portsea, Naval Outfitter June 2 at 3 168, Queen st, Portsea

MARTIN, HENRY, Trawden, Lancs, Cotton Waste Bleacher June 5 at 1.30 Exchange Hotel, Nicholas st, Burnley

MARTIN, WILLIAM, Brighton, Plumber May 23 at 11.30 Off Rec, 24, Railway approach, London Bridge

MATTHEWS, CHARLES, Southport, Plumber May 29 at 2.30 Off Rec, 35, Victoria st, Liverpool

MCFARLINE, JAMES FOTHERGILL, Newcastle on Tyne, Tailor May 27 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

MEATS, WILLIAM, Clacton on Sea, Essex, Engineering Contractor May 23 at 11.30 Townhall, Colchester

MORRIS, ARTHUR, sen, Carlton, Notts, General Carter May 23 at 11 Off Rec, St Peter's Church walk, Nottingham

OKELL, HENRY GUSTAVE, Leytonstone, Commercial Clerk May 28 at 12 Bankruptcy bldgs, Lincoln's inn

PARKER, COLEMAN SOLOMON, White st, Houndsditch, Fish Salesman May 28 at 2.30 Bankruptcy bldgs, Lincoln's inn

PUGH, HENRY, West Felton, nr Oswestry, Salop, Grocer May 23 at 3.15 Queen's Hotel, Oswestry

RATCLIFFE, HENRY GEORGE, late of Liverpool, Theatrical Comedian May 29 at 2 Off Rec, 35, Victoria st, Liverpool

SALTERN, WILLIAM HENRY, Plymouth, Grocer May 23 at 11 10, Athenæum terr. Plymouth

SEYMOUR, HENRY, Newington Green rd, Sign Writer May 29 at 1 33, Carey st. Lincoln's inn fields

SNYDER, FREDERICK HALL, Winchester House, Old Broad st, Director of the Snyder Dynamite Projectile Co, Ltd May 28 at 2.30 33, Carey st, Lincoln's inn fields

SUMMERS, GEORGE, Gt Yarmouth, Grocer May 24 at 12 Off Rec, 8, King st, Norwich

THOMAS, WALTER DAVID, Swansea, Grocer May 26 at 2.30 Off Rec, 57, Oxford st, Swansea

TOMES, ALFRED, Liverpool, Boot Dealer May 30 at 3 Off Rec, 35, Victoria st. Liverpool

WELLS, GEORGE H., Cornwall rd, Notting hill, Financial Agent May 26 at 1 33, Carey st, Lincoln's inn fields

WHITTAKER, WILLIAM, Warrington, Fishmonger May 23 at 11.45 Court house, Upper Bank st, Warrington

WILLIAMS, JOHN ARNOLD, Glengall rd, Old Kent rd, Dealer in House Property May 29 at 11 33, Carey st, Lincoln's inn fields

WYATT, GEORGE HENRY, Amyand Park rd, Twickenham, Builder May 29 at 12 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

ADAMS, GEORGE THOMAS, Milton, nr Lymington, Hants, Wheelwright Southampton Pet May 5 Ord May 12

ATKINSON, THOMAS, Leeds, Chemist Leeds Pet May 9 Ord May 12

BEARDON, WILLIAM HENRY LENDON, Liverpool rd, Islington, Coachbuilder High Court Pet May 6 Ord May 12

BECKWITH, ROBERT, Stockton on Tees, Engineer Stockton on Tees Pet March 27 Ord April 30

BEVIS, JAMES FREEMANTLE, Salisbury, Journeyman Painter Salisbury Pet May 13 Ord May 13

BOASE, JOHN, Sevenoaks, Kent, Builder Tunbridge Wells Pet May 5 Ord May 12

BOWD, WALTER, Surbiton, Surrey, Joiner Kingston Pet May 5 Ord May 10

BRIGHT, WILLIAM HENRY, Glengall rd, Old Kent rd, Shop fitter High Court Pet April 9 Ord May 13

CHARLESWORTH, FREDERICK CORDER, and RICHARD SIMMONS CHARLESWORTH, Sheffield, Joiners Sheffield Pet April 24 Ord May 13

CLAYTON, THOMAS, Preston, Builder Preston Pet May 2 Ord May 13

CROAD, REGINALD JAMES, Hayes, Kent, Grocer Croydon Pet May 13 Ord May 12

DARVILL, RICHARD, Aylesbury, Bricklayer Aylesbury Pet April 28 Ord May 13

DAVIES, JAMES, Portmadoc, Carnarvonshire, Master Mariner Portmadoc Pet May 3 Ord May 12

DICKIN, GEORGE PRICE, and THOMAS BENJAMIN DICKIN, Selattyn, Salop, Farmers Wrexham Pet May 13 Ord May 13

EDWARDS, EDWARD THOMAS WATKINS, Abergavenny, Mon, Superannuated Supervisor of Excise Tredegar Pet May 12 Ord May 14

ELLSON, WILLIAM, Sunderland, Draper Sunderland Pet April 25 Ord May 14

FILEMAN, HENRY, Hornsey rd, Pawnbroker High Court Pet May 9 Ord May 13

GOLDMAN, MORRIS, Romford, Essex, Boot Manufacturer High Court Pet May 14 Ord May 14

HALFORD, WILLIAM, Albert sq, Clapham rd, late Managing Director of the Southwark Foundry Co, Limited High Court Pet May 14 Ord May 14

HAZELDINE, JOHN G. B., Arlington pl, Turnham green, Gent Brentford Pet March 10 Ord May 12

HENDERSON, ROBERT, Jarrow, Durham, Bicycle Manufacturer Newcastle on Tyne Pet May 2 Ord May 12

HERRING, WALTER BENJAMIN JOSEPH, The Burroughs, Hendon, Oilman Barnet Pet May 7 Ord May 10

HOPKINS, FREDERICK CHARLES, Great St Helen's, Timber Merchant High Court Pet April 21 Ord May 14

HUGHES, JOHN, Liverpool, Licensed Victualler Liverpool Pet May 1 Ord May 13

HUNT, HENRY, and JAMES HUNT, Willenhall, Bilston, Staffs, Coal Masters Walsall Pet May 7 Ord May 13

JENKINS, JAMES IMRAY, and EDWARD HENRY ROYLANCE, Manchester, Stockbrokers Manchester Pet April 25 Ord May 13

KNOTT, WILLIAM, sen, Brettell lane, nr Brierley hill, Staffs, Maltster's Labourer Stourbridge Pet April 28 Ord May 12

LEACHMAN, JOHN, Wainfleet St Mary, Lincs, Licensed Victualler Boston Pet May 12 Ord May 13

LEWIS, JAMES, Margate, Grocer Canterbury Pet April 28 Ord May 12

LUKE, FREDERICK ARTHUR, Southampton, Upholsterer Southampton Pet May 13 Ord May 13

MARKS, ABRAHAM GEORGE, Portsea, Naval Outfitter Portsmouth Pet May 12 Ord May 12

MATTHEWS, CHARLES, Southport, Plumber Liverpool Pet April 14 Ord May 13

MATTHEWS, HENRY THOMAS, Cambridge, Coal Merchant's Clerk Cambridge Pet May 14 Ord May 14

MCFARLINE, JAMES FOTHERGILL, Newcastle-on-Tyne, Tailor Newcastle on Tyne Pet May 13 Ord May 13

MONCRIEFF, BARBARA, Cockermouth, Cumberland, Milliner Cockermouth Pet May 13 Ord May 13

MUNDAY, CHARLES ROBERT, New Wandsworth, Surrey, Builder Wandsworth Pet April 10 Ord May 12

PEMELL, EDMUND, Stock Exchange, Stockbroker High Court Pet Feb 27 Ord May 14

PRICE, ARTHUR, Walsall, Butcher Walsall Pet May 9 Ord May 12

PRIOR, ALFRED, Coventry, Licensed Victualler Coventry Pet April 18 Ord May 14

RATCLIFFE, HENRY GEORGE, Liverpool, Theatrical Comedian Liverpool Pet May 12 Ord May 13

SIMPSON, ARTHUR WILLIAM CRAWFORD, Bishopsgate street, Commission Agent High Court Pet Jan 3 Ord May 12

SIMPSON, FRANCIS, Folkstone, Tailor Canterbury Pet May 10 Ord May 12

SUMMERS, GEORGE, Great Yarmouth, Grocer Great Yarmouth Pet Apr 26 Ord May 13

TARBET, T. W., Warwick st, Regent st, Law Stationer High Court Pet Mar 13 Ord May 14

WALLIS, RICHARD, Stafford rd, Upton Park Builder High Court Pet May 6 Ord May 12

WELLER, GEORGE, St Ives, Cornwall, Gas Manufacturer Truro Pet Mar 12 Pet May 8

WILLETT, FRANK, Shadwell Market, Fish Salesman High Court Pet Mar 29 Ord May 13

WYATT, GEORGE HENRY, late Amyand Park rd, Twickenham, Builder High Court Pet Mar 13 Ord May 13

ADJUDICATIONS ANNULLED.

HELM, GEORGE HOLROYD, Sowerby Bridge, Yorkshire, Mason Halifax Adjud Nov 28, 1885 Annul April 24

MACEVOY, FRANCIS, Burnley, Lancashire, Clothes Dealer Burnley Adjud Aug 20, 1889 Annul May 10

MARTIN, ERNEST GEORGE, Farningham, Kent, Hotel Keeper Rochester Adjud June 6, 1888 Annul May 12

London Gazette.—TUESDAY, May 20.

RECEIVING ORDERS.

BENNETT, THOMAS WALDRON, Lowestoft, Boatowner Gt Yarmouth Pet May 6 Ord May 17

BJORKMAN, HUGO, Little Albany st, Regent's park, Timber Merchant High Court Pet May 16 Ord May 16

BRIGGS, ROBERT, and JOHN BRIGGS, Preston, Booksellers Preston Pet May 15 Ord May 15

CHAMBERS, GEORGE, Broadway, Stratford, Saddler High Court Pet May 16 Ord May 16

COWIE, GEORGE FREDERICK CHARLTON, Middlesborough, Joiner Middlesborough Pet May 16 Ord May 16

COY, EDWARD, Skirbeck, Lincs, Thrashing Machine Owner Boston Pet May 16 Ord May 16

CRAIG, WILLIAM NICOL, Kendal, Nurseryman Kendal Pet May 17 Ord May 17

DEVON, JOHN, Padiham, Lancs, Confectioner Burnley Pet April 30 Ord May 15

EARLE, SARAH JANE, Gt Grimsby, late Licensed Victualler Kingston upon Hull Pet April 26 Ord May 15

EMMS, JOHN HENRY, Norwich, late Dealer in Hay Norwich Pet May 16 Ord May 16

FITZGERALD, JOSEPH PEARSON, Woking, Surrey, Timber Merchant Guildford and Godalming Pet May 14 Ord May 14

GEORGE, DAVID, Capel Colman, Pembs, Innkeeper Carmarthen Pet May 16 Ord May 16

GRIFFIN, JOHN, East Stonehouse, Devon, Commercial Traveller East Stonehouse Pet May 16 Ord May 16

HARPER, WALTER JOHN, Gilmorton, Leics, Butcher Leicester Pet May 14 Ord May 14

HOLMS, JOHN RICHARD, Carrington, Notts, Clerk of Contract Works Nottingham Pet May 15 Ord May 15

JACKMAN, EDWIN, Yarmouth, I.W., Butcher Newport and Ryde Pet May 17 Ord May 17

JACOBY, MYER, Commercial rd East, Tailor High Court Pet May 17 Ord May 17

JAMES, GEORGE, Swansea, Shipping Butcher Swansea Pet May 14 Ord May 14

JONES, THOMAS, Aberystwith, Cardiganshire, Process Server Aberystwith Pet May 16 Ord May 16

KYEZOR, BENJAMIN, Sutherland avenue, Harrow rd, Traveller High Court Pet May 17 Ord May 17

LAMB, HERBERT RENNIE, Torquay, Indiarubber Maker Exeter Pet May 5 Ord May 16

LEWIS, EMMA, Bath, Lodging house Keeper Bath Pet May 17 Ord May 17

MADDAMS, FREDERICK, Sydenham, Jobmaster Greenwich Pet May 15 Ord May 15

MAUGHAN, HENRY THOMAS, Marske by the Sea, Yorks, Agricultural Implement Dealer Stockton on Tees and Middlesborough Pet May 16 Ord May 16

MORROW, THOMAS HENRY, Newcastle on Tyne, Grocer Newcastle on Tyne Pet May 16 Ord May 16

PATRICK, ALFRED, Petersfield, Hants, Builder Portsmouth Pet May 16 Ord May 16

PLOWMAN, HARRY, New Clee, Lincs, Fisherman Gt Grimsby Pet May 15 Ord May 15

RAMMAGE, ARTHUR W., New Broad st, Civil Engineer High Court Pet April 19 Ord May 17

REAST, GEORGE JOSEPH, Thornton, Leics, Innkeeper Leicester Pet May 16 Ord May 16

ROSS, WILLIAM, King st, Snow hill, Cork Dealer High Court Pet Apr 21 Ord May 15

ROWLAND, ALEXANDER, Laurence Pountney lane, Soap Manufacturer High Court Pet Mar 25 Ord May 15

SAMPSON, JOHN BENJAMIN, Fareham, Hants, Grocer Portsmouth Pet May 17 Ord May 17

SMITH, HENRY RANFIELD, York, Butcher York Pet May 15 Ord May 15

STREETER, HENRY, Croydon, Carman Croydon Pet May 15 Ord May 15

TAYLOR, WALTER, Rushford, Norfolk, Wheelwright Norwich Pet May 17 Ord May 17

TOMES, EMANUEL, Chipping Campden, Glos, Builder Banbury Pet May 17 Ord May 17

UPTON, GEORGE FRANCIS, Dewsbury, Cashier Dewsbury Pet May 16 Ord May 16

WEBSTER, FREDERICK, York, Butcher York Pet May 15 Ord May 15

WILLIAMS, FRY, & Co., New Stone bldgs, Chancery lane, Cement Merchants High Court Pet Apr 21 Ord May 15

WILLIAMS, THOMAS, and JOHN HENRY THOMAS, Chester, Chemists Chester Pet May 17 Ord May 17

FIRST MEETINGS.

ANDREWS, WILLIAM WILKINSON, Ramsgate, Smack Owner May 28 at 3.30 72, High st, Ramsgate

BALDWIN, RICHARD, Camden row, Peckham rd, Builder June 3 at 2.30 33, Carey st, Lincoln's inn

BANBURY, JOSEPH, Glen pk rd, Romford rd, Forest gate, Builder June 6 at 11 33, Carey st, Lincoln's inn

BARNARD, SYDNEY, Epsom, Surrey, Gent May 30 at 3 24, St Thomas chbrs, Railway approach, London Bridge

BEVIS, JAMES FREEMANTLE, Salisbury, Journeyman Painter May 27 at 11 Off Rec, Salisbury

BOWD, WALTER, Surbiton, Surrey, Joiner May 29 at 12 24, St Thomas chbrs, Railway approach, London Bridge

BRAY, ROBERT, Holme, Lincs, Farmer May 28 at 11 Off Rec, 3, Haven st, Gt Grimsby

BRIGGS, ROBERT, and JOHN BRIGGS, Preston, Booksellers June 6 at 3 Off Rec, 14, Chapel st, Preston

CHINN, JOSEPH SAMUEL, Birmingham, Hairdresser May 28 at 11 25, Colmore row, Birmingham

CLARKE, SAMUEL, Erdington, Warwickshire, Gardener May 29 at 11 25, Colmore row, Birmingham

COBBETT, JOHN, Catherine st, Buckingham gate, Publican June 3 at 1 33, Carey st, Lincoln's inn fields

CURTIS, WILLIAM, Kingston upon Hull, Bricklayer May 30 at 11 Off Rec, Trinity House lane, Hull

DOUGHTY, JOHN, Coventry, Tobacconist May 29 at 3.30 Off Rec, 17, Hertford st, Coventry

EASTWOOD, HARRY WILLIAM, Queen's rd, Bayswater, Confectioner May 30 at 2.30 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

EMMS, JOHN HENRY, Norwich, late Dealer in Hay May 31 at 11.30 Off Rec, 8, King st, Norwich

FILEMAN, HENRY, Hornsey rd, Pawnbroker May 30 at 12 33, Carey st, Lincoln's inn fields

FOLL, HERBERT CECIL, Yeovil, Somerset, Seedman's Manager May 28 at 3 24, St Thomas chbrs, Railway approach, London Bridge

FORD, FREDERICK HENRY ALFRED, late Commercial rd May 30 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

GILLO, WILLIAM RIVERS, Winchester, Carrier May 30 at 2.30 Off Rec, 4, East st, Southampton

GODFREY, THOMAS, Belmont grove, Turnham gn, no occupation June 3 at 2.30 33, Carey st, Lincoln's inn fields

GRANT, EMILY, West Bromwich, Bread Dealer June 2 at 10.30 Off Rec, Dudley

HAMPDEN, Hon CHARLES EDWARD HOBART, Werter rd, Putney, late Captain in the East India Co.'s service May 30 at 12 24, St Thomas chbrs, Railway approach, London Bridge

HARPER, WALTER JOHN, Gilmorton, Leics, Butcher May 28 at 12.30 Off Rec, 34, Friar lane, Leicester

HARRIS, DAVID, Ewhurst, Sussex, Butcher May 29 at 2 Young & Sons, Bank bldgs, Hastings

HASKELDINE, JOHN G B, Arlington Park, Turnham Green, Gent May 28 at 3 96, Temple chmbrs, Temple avenue

HERBERT, JAMES, Brentwood, Essex, Stonemason May 29 at 12.30 Lion and Lamb Hotel, Brentwood

HOLT, THOMAS ALFRED, Bilston, Staffs, late Beerhouse Keeper June 10 at 11.30 Off Rec, St Peter's close, Wolverhampton

JACKSON, WILLIAM, late Bucklersbury June 3 at 11 Bankruptcy bldgs, Lincoln's inn fields

JOHNSON, ROBERT HENRY, Hemel Hempstead, Licensed Victualler May 30 at 12.45 Bell Hotel, Hemel Hempstead

KELHAM, MARTHA JANE, and ELIZA ANNE KELHAM, Lincoln, Milliners May 29 at 12 Off Rec, 31, Silver st, Lincoln

LAMB, HERBERT RENNIE, Torquay, India Rubber Maker June 5 at 11 Bankruptcy bldgs, Lincoln's inn

LATTER, GEORGE, Dorking, Surrey, Draper May 28 at 2 21, St Thomas chmbrs, Railway approach, London Bridge

LEACH, EDWIN TAYLOR, Dorchester, Baker May 27 at 12.30 Off Rec, Salisbury

LOCHHEAD, WILLIAM KERR, Gringley on the Hill, Notts, Physician May 29 at 12.15 Off Rec, 31, Silver st, Lincoln

MATTHEWS, HENRY THOMAS, Cambridge, Coal Merchant's Clerk June 4 at 12 Off Rec, 5, Petty Cury, Cambridge

MONCRIEFF, BARBARA, Cockermouth, Cumberland, Milliner May 29 at 3.30 67, Duke st, Whitehaven

MORROW, THOMAS HENRY, Newcastle on Tyne, Grocer May 30 at 10.30 Off Rec, Pink lane, Newcastle on Tyne

PATRICK, ALFRED, Petersfield, Builder June 2 at 4.30 166, Queen st, Portsea

PEMELL, EDMUND, Stock Exchange, Stockbroker May 29 at 2.30 33, Carey st, Lincoln's inn

PERKINS, JOHN, Gainsborough, Joiner May 29 at 12.30 Off Rec, 31, Silver st, Lincoln

PRESTON, MARY SENSITIVE ARMFIELD, Wiverton-ham, nr Doncaster, Widow May 29 at 1 F. B. Footit, 23, Market pl, Newark

PRICE, ARTHUR, Walsall, Butcher June 11 at 10 Off Rec, Bridge st, Walsall

REAST, GEORGE JOSEPH, Thornton, Leicester, Innkeeper May 28 at 3 Off Rec, 34, Friar lane, Leicester

RIGGS, LEVI WILLIAM, Weymouth, Manager of the Weymouth Industrial Co-operative Society's Stores May 27 at 3 Off Rec, Salisbury

ROBINSON, JAMES, Clova rd, Forest gate, Sawmill Proprietor May 28 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

SAMPSON, JOHN BENJAMIN, Fareham, Grocer June 3 at 3.30 166, Queen st, Portsea

SIMPSON, FRANCIS, Folkestone, Tailor June 6 at 9.30 Off Rec, 5, Castle st, Canterbury

SMITH, HENRY RANFIELD, York, Butcher May 29 at 12.15 Off Rec, York

STAGG, ADOLPHUS, and FRANK STAGG, Sheffield, Steel Manufacturers May 29 at 11 Off Rec, Figtree lane, Sheffield

TAYLOR, WALTER, Rushford, Norfolk, Wheelwright May 31 at 12 Off Rec, 8, King st, Norwich

WEBSTER, FREDERICK, York, Butcher May 29 at 11.30 Off Rec, York

WILLIAMS, ELLIS, Bethesda, Carnarvonshire, Draper May 30 at 2.30 Crypt chmbrs, Chester

WILLIAMS, JAMES RICHARD, Plymouth, Clothier May 29 at 11 16, Athenæum ter, Plymouth

ADJUDICATIONS.

ARNOLD, ARTHUR, Watford, Herts, Butcher's Foreman St. Albans Pet May 9 Ord May 16

BRICE, JOSEPH, West Buckland, Somerset, Poultry Dealer Taunton Pet May 14 Ord May 15

BRIGGS, ROBERT, and JOHN BRIGGS, Preston, Booksellers Preston Pet May 15 Ord May 15

CHAMBERS, GEORGE, Broadway, Stratford, Saddler High Court Pet May 16 Ord May 17

COWIE, GEORGE FREDERICK CHARLTON, Middlesborough, Joiner Middlesborough Pet May 16 Ord May 16

COY, EDWARD, Skirbeck, Lincs. Thrashing Machine Owner Boston Pet May 15 Ord May 16

CRAIG, WILLIAM NICOL, Kendal, Nurseryman Kendal Pet May 17 Ord May 17

DOUGHTY, JOHN, Coventry, Tobacconist Coventry Pet May 5 Ord May 15

EMMS, JOHN HENRY, Norwich, late Dealer in Hay Norwich Pet May 16 Ord May 16

FLOWER, F. G., late Queen Anne's Mansions High Court Pet Nov 9 Ord May 16

FOLL, HERBERT CECIL, Yeovil, Somerset, Seedsman's Manager Wandsworth Pet April 25 Ord May 15

GAY, WILLIAM HENRY, Newport, Mon, Painter Newport, Mon Pet April 22 Ord May 15

GEORGE, DAVID, Capel Colman, Pembs, Innkeeper Carmarthen Pet May 15 Ord May 16

HAMPDEN, the Hon. CHARLES EDWARD HOBART, Werter rd, Putney, late Captain in the East India Co's Service Wandsworth Pet March 7 Ord May 15

HARPER, WALTER JOHN, Gilmorton, Leics, Butcher Leicester Pet May 14 Ord May 14

HEYBURNE, JAMES HENRY, late of Newport, Mon, Tea Dealer Newport, Mon Pet May 12 Ord May 17

HOLNE, JOHN RICHARD, Carrington, Nottingham, Clerk of Contract Works Nottingham Pet May 15 Ord May 15

HOLT, THOMAS ALFRED, Bilston, Staffs, late Beerhouse Keeper Wolverhampton Pet May 10 Ord May 16

JACKMAN, EDWIN, Yarmouth, I W, Butcher Newport and Ryde Pet May 17 Ord May 17

JACOBY, MYER, Commercial rd E, Tailor High Court Pet May 17 Ord May 17

JAMES, GEORGE, Swansea, Shipping Butcher Swansea Pet May 14 Ord May 14

JONES, ROBERT, Swansea, Iron Merchant Swansea Pet May 14 Ord May 16

JONES, THOMAS, Aberystwith, Cardiganshire, Process Server Aberystwith Pet May 16 Ord May 16

LEWIS, EMMA, Bath, Lodging house Keeper Bath Pet May 17 Ord May 17

MADDAMS, FREDERICK, Sydenham, Job Master Greenwich Pet May 15 Ord May 15

MICHAEL, ALFRED, Bristol, Pawnbroker Bristol Pet Apr 30 Ord May 16

PATRICK, ALFRED, Petersfield, Builder Portsmouth Pet May 16 Ord May 16

PITKIN, FREDERICK THOMAS, Lympne, Kent, Butcher Canterbury Pet Apr 21 Ord May 14

PLOWMAN, HARRY, New Clee, Lincs, Fisherman Gt Grimsby Pet May 15 Ord May 15

ROSS, WILLIAM, King st, Snow hill, Cork Dealer High Court Pet Apr 21 Ord May 17

SAMPSON, JOHN BENJAMIN, Fareham, Grocer Portsmouth Pet May 17 Ord May 17

SHACKLETON, ARTHUR MARMADUKE, Halifax, Underclothing Manufacturer Halifax Pet April 30 Ord May 14

SMITH, HENRY RANFIELD, York, Butcher York Pet May 15 Ord May 15

STEEL, JOHN, Barrow in Furness, Joiner Barrow in Furness Pet April 21 Ord May 17

TAYLOR, WALTER, Rushford, Norfolk, Wheelwright Norwich Pet May 17 Ord May 17

URQUHART, R L, Leadenhall st, Financial Agent High Court Pet Jan 27 Ord May 17

WALTERS, JOHN OSCAR, Shrewsbury, Brewer Shrewsbury Pet April 19 Ord May 14

WEBSTER, FREDERICK, York, Butcher York Pet May 14 Ord May 15

WILLIAMS, JAMES RICHARD, Plymouth, Clothier East Stonehouse Pet May 13 Ord May 15

The following amended notice is substituted for that published in the London Gazette, May 9.

LILLEY, ALFRED HENRY, Lombard st, Timber Merchant High Court Pet April 1 Ord May 7

SALES OF ENSUING WEEK.

May 28.—Messrs. HASLAM & SON, at the Mart, E.C., at 2 o'clock, Freehold Business Premises (see advertisement, this week, p. 500).

May 28.—P. MATTHEWS, Esq., at the Mart, E.C., at 2 o'clock, Leasehold Ground-Rents (see advertisement, this week, p. 499).

May 29.—Messrs. FARREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold Properties and Freehold Building Estate (see advertisement, this week, p. 4).

May 30.—Messrs. PRICKETT & ELLIS, at the Mart, E.C., at 2 o'clock, Leasehold Properties and Ground-Rents (see advertisement, May 10, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COLT-WILLIAMS.—May 11, at Boughton, Chester, the wife of D. A. V. Colt-Williams, barrister-at-law, of a son.

ROBERTSON.—May 14, at Edinburgh, the wife of Duncan Robertson, advocate, of Pennyghael, Argyllshire, of a daughter.

THOMPSON.—May 16, at Argyll road, Kensington, the wife of W. Whitaker Thompson, barrister-at-law, of a daughter.

MARRIAGE.

LARKMAN—MEADOWS.—May 13, at Great Yarmouth, George Preston Larkman, solicitor, Beccles, to Mary Elizabeth, youngest daughter of Daniel Meadows, Surgeon, Great Yarmouth.

DEATHS.

BELLINGHAM.—May 9, at Saffron Walden, James Gordon Bellingham, solicitor, town clerk and clerk of the peace for the borough of Saffron Walden, aged 53.

FARR.—May 17, William Berry Farr, town clerk and J.P., Maidenhead, aged 53.

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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SURREY.

By order of the Executors of the late James Hall, Esq.—An attractive Freehold Estate, known as **Wrays**, situated on undulating ground sloping to the south, in the parish of Horley, in one of the most salubrious parts of the county of Surrey, 2½ miles from Horley Station on the main Brighton line, four miles from Reigate, five from Redhill and Crawley, with excellent modern residence overlooking the well-kept lawns and pleasure grounds and prettily-timbered park-like lands, and containing ample accommodation for a family; capital stabling, coachhouses, dairy, laundry, kitchen and fruit gardens, together with entrance lodge, three cottages, and farmery. There is an abundant supply of water, which is conveniently laid on to the house, outbuildings, yards, and meadows. The estate, which is in the centre of a good hunting district, and for its size affords unusually good shooting, is very compact, with good frontages to two roads, and from its elevated position commands extensive views over the surrounding country. There is an ornamental wood, which, with plantations, contains about 16 acres, and the remainder of the land is in pasture, the total area of the property being rather over 100 acres. The whole is in hand, and will be sold with possession.

MESSRS. DANIEL WATNEY & SONS are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 12, at TWO precisely (unless an acceptable offer is previously made), the above charming PROPERTY, which may be viewed by orders only.

Particulars, with plan and conditions of sale, may be obtained of Messrs. Rowland & Hutchinson, Solicitors, 102, High-street, Croydon; at the Mart; and (with orders to view) of the Auctioneers, No. 33, Poultry, London, E.C.

HURST, BERKSHIRE.

By order of the Trustees of the will of the late J. Coles Webb, Esq.—Freehold and Copyhold Accommodation Lands, with cottage residence, offices, and garden, comprising in all about 40 acres, within three miles of Twyford on the Great Western Railway, and adjoining the estates of the Rev. H. G. Palmer, Captain Leveson Gower, Mrs. Cameron, R. G. Cobham, Esq., T. C. Garth, Esq., Lord Braybrooke, and others.

MESSRS. DANIEL WATNEY & SONS are instructed to SELL the above PROPERTY by AUCTION, in Lots, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 12, at TWO precisely.

Particulars, with plan and conditions of sale, of Messrs. Lee, Bolton, & Lee, Solicitors, 2, The Sanctuary, Westminster; of Messrs. Clutton, Surveyors, 9, Whitehall-place, Westminster; at the Mart; and of the Auctioneers, 33, Poultry, London, E.C.

SURREY and SUSSEX.

Compact Freehold Sporting Estate, possessing many fine sites, situate in the parishes of Alford, Cranleigh, Rudgwick, and Wisborough-green, 1½ mile from Baynards and Cranleigh Stations on the Horsham and Guildford branch of L.B. and S.C. Railway, about 10 miles from Horsham, 11 from Guildford, and 32 from Brighton, in one of the most picturesque parts of the two counties, and known as affording some of the best shooting in the South of England, as well as being within easy reach of several packs of hounds. The estate includes the farms known as Pallinghurst, Butcher House, Upper and Lower Hill House, Whites, Waterbridge, Ivelle, Songhurst, Brick-kiln, Spy, and Lonesome, with comfortable farmhouses and agricultural buildings, the Pephurst Brick and Tile Works, the Sir Roger Tichborne beer-house, several cottages, gardens, and orchards, and numerous enclosures of excellent arable pasture, meadow, and a large extent of thriving woodland, the whole extending over about 1,555 acres.

MESSRS. DANIEL WATNEY & SONS are instructed by the Trustees acting under the wills of the late Jonah Oastler, Esq., and the late John Oastler, Esq., to OFFER for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 12, at TWO precisely, the above Desirable FREEHOLD ESTATE, in its entirety, or in Lots, unless the whole is previously sold by private treaty.

The property may be viewed on application to John Mann, the bailiff (whose address is Pallinghurst Farm, Alford, Billinghurst, Sussex), and particulars, with plans and conditions of sale, may be obtained of Messrs. Ford, Lloyd, Bartlett, & Michelmore, Solicitors, 4, Bloomsbury-square, W.C.; at the Mart; and of the Auctioneers, 33, Poultry, London, E.C.

POTTER'S BAR, MIDDLESEX.

By order of the Mortgagees.—On the summit of a hill, in a particularly healthy position, and commanding beautiful views, the important Residential Property, known as Mount Grace, comprising a capital family residence, standing in grounds and ornamental park-like pastures, embracing altogether an area of about 26½ acres. The residence, which occupies the highest site on the property, contains three reception rooms, billiard room, conservatory, ten bed and dressing rooms, bath room, and the usual domestic offices; and there is detached stabling, coachman's and gardener's cottages, farmery and other accommodation. The gardens and grounds are beautifully planted with matured ornamental trees and shrubs, and the kitchen gardens and meadows are of a productive nature. The estate is only ten minutes' walk from Potter's Bar station (G. N. Railway), from whence London is reached by fast trains in twenty minutes. It possesses extensive main road frontages, and while now enjoying exceptional residential advantages, its value for ultimate building purposes is an important element.

MESSRS. HUMBERT, SON, & FLINT are instructed to OFFER the above important RESIDENTIAL PROPERTY by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, JUNE 18, 1890, at TWO o'clock in the afternoon precisely.

Full particulars of Messrs. Frere, Forster, & Co., Solicitors, 18, Lincoln's inn-fields, W.C.; at the Mart; and of the Auctioneers, 11, Serle-street, Lincoln's-inn, W.C., and Watford, Herts.

FOR SALE, by Private Treaty.—Wiltshire, in the Parish of Corsley, within four miles of the market towns and stations of Warminster and Frome, and about one hour by rail from Bath, Bristol, and Salisbury, and three hours from London.—The CORSLEY HOUSE ESTATE, tithe free, a highly-valuable Freehold Residential and Sporting Property, comprising the well-appointed and attractive Mansion known as Corsley House, standing in a beautifully-timbered park and ornamental pleasure grounds; a compact Bijou Residence, known as Sandhayes, very pleasantly situate near Corsley House, and surrounded by about eight acres of rich pasture land; together with the fertile, arable, and dairy Farm known as Cley Hill, with substantial and commodious residence and ample modern buildings; also several plots of accommodation land, situate on Corsley Heath, and near the village of Chapmanslade, the whole embracing an area of about 487 acres, 3 roods, 13 perches. This charming Residential Estate includes a portion of the far-famed eminence known as Cley Hill, and overlooks the celebrated Longleat domain and woodlands, the seat of the Marquis of Bath, a portion of whose estates surround the property. The neighbourhood affords excellent society, and the residence is within easy reach of the South and West Wilts (whose kennels are about four miles distant), the Duke of Beaufort's, and other packs of hounds.

Particulars, with plans and conditions of sale, may be obtained of Messrs. Rawlence & Squarey, Land Agents, Salisbury, and 22, Great George-street, Westminster; and of H. W. Pinniger, Solicitor, Westbury.